

Exhibit A

TENNESSEE VALLEY AUTHORITY

DRAFT

CONTRACT NO.: 00074668

FOR

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This CONTRACT, is effective February 6, 2009 by and between JACOBS ENGINEERING GROUP INC.(hereinafter called "Contractor"), and the TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"); a corporate agency and instrumentality of the United States, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended, 16 U.S.C. §§ 831-831ee (2000 & Supp. V 2005).

IN CONSIDERATION of the mutual covenants hereinafter contained, the parties agree to the provisions specified in Commercial Conditions, Special Conditions, General Conditions, and Attachments hereto.*

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officials.

*In the event of a conflict between the provisions specified hereto, the order of precedence is Special Conditions, Commercial Conditions, General Conditions, and Attachments.

TENNESSEE VALLEY AUTHORITY		JACOBS ENGINEERING GROUP INC.	
By	<u>Beth Siene</u>	By	<u>[Signature]</u>
Title	<u>Contract Manager</u>	Title	<u>Vice President</u>
Date	<u>02-09-09</u>	Date	<u>2/9/09</u>

PURPOSE/SCOPE OF WORK

Purpose

This contract provides for project planning, oversight and environmental services to assist TVA in the Kingston Dredge Cell Incident recovery and remediation. Jacobs Engineering Group, Inc. will serve as prime contractor providing project planning, management and oversight to assist TVA in overall recovery and remediation associated with this incident. The scope of this work includes, but is not limited to the following:

- Developing the range and scope of activities required to address regulatory and non-regulatory environmental issues;
- Identifying specific tasks necessary for successful recovery of ash, assessment and mitigation of environmental impacts of the spill, and remediation of environmental damages;
- Performing some tasks directly, but also assisting TVA in identifying and evaluating firms or individuals with appropriate credentials and capability to conduct other tasks, recognizing that it may be in TVA's interest to employ a variety of highly respected and nationally recognized contractors in the breadth of work that this assessment, recovery, and remediation will encompass; and
- Assisting TVA in developing and implementing strategies for communicating plans and progress to the local community, environmental agencies, and the general public.

The contract will be split into several phases. The first phase is defined below. Subsequent phases will be defined during Phase I. As project plans, schedules and estimates developed during Phase I are approved by TVA's Technical Contract Manager (TCM) Bob Deacy on behalf of TVA, the contract Scope of Work will be supplemented and additional funding will be added by TVA's Contract Manager (CM) Beth Sirene.

Phase I

- Provide assistance in developing the Commissioner's Order Corrective Action Plan (CAP) ensuring proper form and format and review. (Performance date: March 2, 2009)
- Review and provide input of the Phase I Dredging Plan and complete the required analysis and engineering for the Phase II Dredging Plan. (Performance date: March 15, 2009)
- Define overall project management structure, including transitioning to the Jacobs Engineering Group Inc by March 15, 2009, full responsibility for Project Management/Construction Management of TVA contract employees performing the primary site work, including drainage management and mechanical ash recovery.

Overall project management structure development will include evaluating each project function TVA is currently managing or performing, determining the most cost-effective way to perform those functions over the next 12 months, and making recommendations to transition those functions to the recommended alternative in an orderly manner. This should include schedules for the next 90 days and the next 12 months and corresponding cost estimates. (Performance date: April 1, 2009)

- Review TVA's current public relations and community relations/communications plans, and develop a coordinated public relations/community outreach plan for the next 90 days. (Performance date: March 15, 2009)

COMMERCIAL CONDITIONS

AUDIT RIGHTS:

Contractor shall keep accurate records and books of accounts in machine readable form supporting the items and costs billed under this Contract. TVA, or its agents, shall have the right to audit without restrictions and at no additional cost to TVA, at any time during normal working hours, all costs incurred by Contractor and billed to TVA and may examine Contractor's records specifically relating thereto. Any payments to Contractor which are not in accordance with Contract terms or are not supported by valid evidence shall be refunded to TVA. If TVA makes an overpayment to Contractor as a result of Contractor over-billings, Contractor shall be liable to TVA for interest on the amount of such overpayment, to be computed (1) for the period beginning on the date the overpayment was made to Contractor and ending on the date Contractor repays the amount of such overpayment to TVA, and (2) at the rate or rates identified in the Prompt Payment Act.

Contractor shall preserve and make available its records, both manual and those which are in machine readable form, for a period of three years from the date of final payment by TVA.

CERTIFICATE OF FINANCIAL INTEREST AND COMPENSATION:

The Contractor, by entering into the contract, certifies that it has no undisclosed financial or other interest that would conflict with or affect the full and faithful performance of services hereunder.

COMPENSATION:

For the satisfactory completion and acceptance by TVA of the deliverables TVA agrees to pay Contractor in accordance with the attached rate schedule per hour for all time spent in the actual performance of services excluding all travel time hereunder unless specifically authorized in advance by the TVA Technical Contract Manager in writing.

In addition to the compensation specified above, TVA further agrees to reimburse Contractor as follows:

- A. For actual reasonable miscellaneous Contractor expenses that are directly required to perform the services required herein and are approved by TVA. Such costs shall not be subject to any indirect cost burden.
- B. For TVA authorized transportation and subsistence expenses incurred in connection with the performance of services hereunder; provided, however, that such reimbursement shall be subject to and computed and paid in accordance with the lesser of Contractor's standard policy or TVA's Travel Regulations, contained herein as the clause "Routine Business Travel". Such costs shall not be subject to any indirect cost burden.
- C. For the actual reasonable and allowable cost of subcontracting as approved in advance by the TVA Technical Contract Manager in writing. Such costs shall not be subject to any indirect cost burden.

COMPENSATION - ROUTINE BUSINESS TRAVEL AND SHORT TERM TEMPORARY ASSIGNMENT:

TVA reimburses contractors for certain authorized transportation and subsistence expenses paid to Contractor employees or subcontractor employees incurred in connection with the performance of services hereunder. When and as approved in advance by TVA, TVA shall reimburse Contractor as follows:

- 1. Applicability: Travel Cost reimbursement is applicable to all business travel for intermittent services and to any short-term temporary assignment which is defined as any temporary assignment at a TVA work location with a continuous or nearly continuous duration of less than 60 days. Short-term temporary assignments which, due to a change in circumstances, are determined to extend beyond 60 days, shall be reimbursed as a long-term temporary assignment as soon as the duration is determined to exceed 60 days, unless otherwise authorized by the TCM.

2. **Authorization:** Contractor shall receive prior written authorization from TCM for travel costs including any assignment duration that was initially approved by the TCM as less than 30 days which due to a change in circumstances, has been extended to 30 days or longer.

Contractor must maintain records that include the place travel begins and ends; the beginning and ending times of each trip (date and hour of leaving and returning to residence or home office); the purpose of the trip, a legible copy of passenger coupons when air, bus, or rail travel is used; receipts for lodging showing dates and locations when applicable. Contractor shall be reimbursed as follows:

- A. **Lodging** shall be reimbursed at actual cost (up to 100% of applicable Government Services Administration (GSA) "Max Lodging" rates) plus taxes. Receipts are required. Rates are located the GSA website at www.gsa.gov which by reference is made a part hereof. The traveler's location at midnight determines the applicable locality rate. GSA schedules may be updated periodically, usually annually, in accordance with per diem rate changes adopted by TVA.

Apartment rental charges are allowable as lodging costs when Contractor or Contractor's employee or subcontractors utilize an apartment as lodging for long-term travel assignments. Such costs shall be approved by the TVA Contracting Officer in advance.

- B. **Meals and All Incidental Expenses** shall be reimbursed for each day of business travel (when overnight lodging is necessary) at the applicable flat rate (applicable GSA M&IE rate). First and last day of travel will be reimbursed at 50% of the full day flat rate. No receipts will be required. **No additional miscellaneous expenses will be paid.** GSA M&IE rates are located at www.gsa.gov. Rates are located the GSA website at www.gsa.gov which by reference is made a part hereof. The traveler's location at midnight determines the applicable locality rate. GSA schedules may be updated periodically, usually annually, in accordance with per diem rate changes adopted by TVA.

Reimbursements for meals and incidentals will not be routinely paid for travel periods less than 24 hours where no lodging is required. In rare and unusual situations where the traveler unavoidably incurs meals and incidental expenses in excess of his/her normal expenses, these costs may be authorized. A statement of justification must be provided by Contractor and approved by TVA.

Incidental Expenses shall include, but not be limited to, fees and tips for waiters, porters, bellhops, and hotel maids; telegrams and telephone calls reserving lodging; cleaning and pressing of clothing, local common carrier transportation, including transportation to obtain meals.

The following charges are allowable as incidental expenses when Contractor or Contractor's employee or subcontractors utilize an apartment as lodging for long-term travel assignments: apartment rental; cost of connection, use and disconnection of utilities; telephone use fees, but not installation charges; and cable TV.

C. **Transportation**

1. **Airline**

- (i) Contractor shall obtain the lowest cost airfare for Contractor's employees and subcontractors consistent with the intended purpose of the reimbursable travel. Criteria for determining the lowest available airfare should consider (1) if the available flight departure/arrival time is within one hour before or after the requested time; (2) use of connecting flights or enroute stops if savings of \$100 or more can be achieved; and (3) that employees may not forego the lowest fare to specify a preferred carrier. Frequent flyers programs shall not be a consideration when choosing an airline flight; however, productive use of Contractor's employees and subcontractors time may be a consideration. Unless otherwise approved by TVA, Contractor shall use industry accepted source as reference for airfare information to determine whether the airfare is the lowest cost for any particular day.

- (ii) Airline travel shall be reimbursed at actual cost for coach class. Receipts shall be required. Contractor is responsible for obtaining the lowest prices consistent with the intended purpose of the travel and, Contractor is encouraged to schedule airline arrangements as far in advance as possible in order to achieve this goal. TVA shall reimburse Contractor for documented airfare penalty or cancellation charges incurred by Contractor if the work schedule is altered by TVA after an airline ticket commitment has been made.
- (iii) Airport Parking shall be reimbursed at actual cost. Receipt shall be required.
- (iv) Commercial Transportation costs for travel to and from the airport shall be reimbursed at actual cost. Charges must be reasonable and by the most cost-effective means. Receipt shall be required.

2. Rental Car

- (i) Rental car expenses shall be reimbursed at actual cost for non-luxury, mid-size vehicles only, unless the number of travelers or the circumstances dictates a different class. Receipt shall be required. **No additional fees (i.e., collision damage waiver, personal accident insurance) shall be reimbursed by TVA.**
 - (ii) Rental car fuel shall be reimbursed at actual cost. To be eligible for reimbursement, fuel must be purchased at a commercial gas station not at a rental agency. Receipt shall be required.
3. Personal Vehicle Mileage, unless otherwise approved in writing by TVA's Contracting Officer, shall be reimbursed at TVA's personal vehicle reimbursement rate in effect at the time of travel (currently \$0.36 per mile). This rate is updated periodically, usually annually.

Travel expense entitlement during leave of absence from work is not payable for days of complete leave of absence from work or when a partial day's absence from work exceed one-half of the daily scheduled working hours. No reduction in the travel allowance is made if the leave of absence extending between successive workdays does not exceed one-half of the scheduled working hours for one day.

All costs must be reasonable in nature and TVA reserves the right to reject any invoice for costs which, in TVA's sole judgment, are determined to be unreasonable.

Contractors are encouraged to utilize TVA's preferred travel service supplier; however, contractors are expected to acquire the best rate possible when traveling whether that means using TVA's preferred supplier or some other agency.

Temporary living and/or relocation expenses are reimbursed as provided in the Contract and are not subject to the provisions of Routine Business Travel.

CONTRACT MONETARY LIMITATION:

Total payments under this contract shall not exceed the sum of One Million Dollars \$1,000,000 for the First Phase of the contract. Contractor expressly understands and agrees that TVA shall not be liable for any amounts in excess of this monetary limit except pursuant to a fully executed supplement to the contract.

INDEMNITY:

Indemnity by Contractor. Contractor, by entering into agreement for the scope of work covered by the Contract, acknowledges awareness of the location, nature and hazards of such work scope. As such, Contractor releases TVA, its agents and employees, from all liability for Contractor's personal injuries, property damage, or loss of life or property proximately caused by Contractor arising out of or in any way connected with the negligent performance of this Contract by Contractor unless such injuries, damage or

loss of life or property are caused by the negligence of TVA. Contractor shall indemnify and defend TVA, its agents and employees, and save each of them harmless from any and all liability to Contractor's employees or any third parties for personal injuries, property damage, or loss of life or property caused by the negligence or willful misconduct of Contractor in the performance of this Contract. However, the foregoing indemnification shall not apply to the extent that injuries or damages to persons or property are proximately caused by the negligence of TVA, its agents or employees.

Contractor shall bear all expenses incurred by TVA, its agents or employees, in defending all claims and action for damages arising out of the foregoing injuries, damages or losses, and shall pay all judgments that may be rendered in such actions, except to the extent that the proximate cause of such injuries, damages, or losses was the negligence of TVA, its agents or employees.

The Contractor shall defend and save harmless TVA from all claims for material furnished or work done by Contractor and shall promptly discharge the same and not suffer any mechanics or other liens to remain outstanding against any of the property used in connection with the work. Furthermore, Contractor shall, on request, furnish satisfactory evidence that all persons who have done work or furnished materials to Contractor have been fully paid. Contractor shall pay TVA the cost, including overhead, of any services or materials incurred by TVA on behalf of contractor to any persons, including subcontractors, engaged in carrying out any of Contractor's obligations in connection with this contract not otherwise paid by Contractor. TVA reserves the right to withhold from any sums due Contractor sufficient sums to satisfy all such claims. If after written notice from TVA, Contractor fails to satisfy such claims, TVA may adjust and pay the same upon a fair and reasonable basis out of any withheld funds.

Contractor shall be an independent Contractor for all purposes of this contract, and all persons engaged in fulfilling Contractor's obligations under the contract shall be the servants of Contractor or its subcontractors and not the servants or agents of TVA. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual duty of TVA to Contractor's subcontractor(s).

Contractor shall comply with Federal, State, and local laws (including regulations) affecting performance of its obligations under this contract and will indemnify and defend TVA from all liability resulting from its violation of such laws, regardless of whether TVA and Contractor are determined to be joint employers or co-employers. Contractor is responsible for ensuring compliance, including compliance by its subcontractors, with applicable compensation laws, rules, and regulations such as Fair Labor Standards Act.

Indemnity by TVA. TVA shall indemnify Contractor for any and all claims, damages, losses, causes of action, demands, judgments, and expenses, including without limitation attorneys' and consultants' fees and expenses, arising out of or relating to the presence of any toxic substances, hazardous substances, or hazardous wastes which are: (1) present on or near the site prior to the commencement of contractor's work; or (2) improperly handled, transported, or disposed of by TVA; or (3) brought to the site or produced thereon by parties other than Contractor, its officers, servants, employees, agents, and/or assigns, or subcontractors.

Comparative Fault. If there is a claim of, or liability for, the joint negligent act, error or wrongful act of Contractor and TVA, the above indemnification and hold harmless obligations shall be apportioned on a comparative fault basis. The cost of any judgment which may be awarded based on joint liability against Contractor and TVA or any settlement agreed to, and any and all expenses, including, but not limited to, costs, attorney's fees and settlement expenses which may be incurred therein shall be apportioned on a comparative fault basis.

LIMITATIONS OF LIABILITY:

With the exception of liability for bodily injury or for liability arising under the article herein entitled INDEMNITY, the total aggregate liability of Contractor and TVA to each other arising out of the performance or breach of this Agreement shall not exceed twenty percent (20%) of the total value of this Contract. Moreover, Contractor and TVA agree that in no event will either party be liable to the other

under this Agreement for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue, or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this section shall apply regardless of fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise.

TERM OF CONTRACT:

The initial phase of the contract shall begin with its effective date and end February 6, 2011. The contract term, at TVA's option, may be extended up to 3 years beyond the original Contract expiration date. The contract term shall not be increased or deemed to be increased except pursuant to a fully executed written supplement to the contract, provided, however, that termination of the contract shall not affect the parties' obligations which by their nature survive termination.

TERMS OF PAYMENT:

TVA's payment to the Contractor for costs allowable under this contract shall be made as described below.

Delivery and performance must be complete and in accordance with all terms, conditions, and specifications in the Contract. Payment after such delivery and performance and acceptance will be made by electronic fund transfer not more than 45 calendar days after receipt of proper invoice(s) submitted not more than once monthly, unless payment schedule is otherwise defined in a contract work authorization. For the purposes of this provision only, "proper invoice" means a numbered and dated invoice, containing the Contract number and contract work authorization number (if applicable) and itemized amounts as detailed in this provision. Attached to each such invoice, Contractor shall provide summarized supporting data including a list of the assigned personnel, hours worked by the individual and the applicable hourly rate. Miscellaneous costs and travel should be separate line items on the invoice. All travel and miscellaneous expenses must be substantiated with receipts for all claimed expenses

Neither payment nor acceptance by TVA for the limited purpose described in this clause shall constitute a waiver of any rights under the Contract or at law, including rights under any warranty herein. Should TVA, in good faith, dispute any portion of the invoice, TVA shall pay the undisputed portion, and at the same time, shall advise the Contractor in writing of the reason(s) for disputing the invoice.

All invoices shall be submitted to, Tennessee Valley Authority, Bob Deacy (LP 3K-C), 1101 Market Street, Chattanooga, TN 37402.

Payments under this Contract are subject to the provisions of the Prompt Payment Act.

WARRANTY AND CORRECTION OF DEFECTIVE WORK - (LABOR AND SERVICE CONTRACTS):

Contractor agrees that work performed as required for completion of this Contract shall be performed in accordance with all applicable drawings, codes and specifications and that Contractor shall be held solely responsible for all such work performed by Contractor and its subcontractors or suppliers on the jobsite or other locations. Contractor warrants that after acceptance all work performed by Contractor under this Contract, including all labor furnished, shall be free from defects in workmanship for a period of eighteen months after final acceptance of said work or eighteen months after acceptance of the project as a whole by TVA, whichever occurs first. With regard to professional services provided by Contractor, Contractor warrants that all professional services provided under this contract shall comply with the contract and shall be performed at least in accordance with prevailing professional standards.

If at any time after final acceptance of the work and prior to the expiration of the warranty period, Contractor or TVA discovers any defect in violation of this warranty provision, Contractor shall, upon written notice from TVA given within a reasonable time after discovery, correct such defects to the satisfaction of TVA by reperforming the services in question or repairing or replacing the defective work at a time acceptable to TVA whether or not such time is in the warranty period. All costs incidental to such

corrective action including reperforming, removal, disassembly, reinstallation, reconstruction, retesting and re-inspection as may be necessary to correct the defect or demonstrate that the previously defective work conforms to the requirements of the Contract shall be borne by Contractor. Should reperforming, removal, disassembly, reinstallation, reconstruction, retesting and re-inspection of work previously performed by others be necessary to correct the defect or demonstrate that the previously defective work conforms to the requirements of the Contract, these costs shall also be borne by Contractor.

Contractor further warrants any and all work performed as corrective action against defects in design, materials, and workmanship for a period of eighteen months following acceptance by TVA of the corrected work.

Should Contractor refuse to correct or otherwise be unable to correct defective work, including such defective work as may have been performed by Contractor's subcontractors or suppliers, TVA reserves the right to cause the defective work to be corrected by others at Contractor's expense. The cost of correction of Contractor's defective work by others shall be withheld from any monies due Contractor or, if no such monies are due, shall be paid to TVA within thirty (30) days after submittal to Contractor of a detailed billing for the corrective work.

Implied warranties of merchantability and fitness for a particular purpose are specifically excluded.

SPECIAL CONDITIONS

BUSINESS LICENSE:

Unless otherwise determined by the CM/PA in TVA's sole discretion, the Contractor, by entering into the contract, certifies that all applicable Federal, State, and local licenses and permits have been obtained and are in full force and effect. This includes, but is not limited to, professional licenses, business licenses, and corporate licenses and certifications. The Contractor shall secure and pay for all necessary permits and/or other licenses required in connection with this contract. Failure to have the applicable licenses and releases will be considered a material breach of contract.

CONTRACTOR RESPONSIBILITIES:

Contractor agrees to provide the services of qualified personnel to perform the services as more fully described elsewhere in this contract, when and as requested by TVA and agreed upon by Contractor. TVA reserves the right to request Contractor's personnel to perform services at other TVA locations and facilities. TVA reserves the right to assign to other contractors work related to the scope of work contained in this contract or perform the work itself if such assignment is determined to be in the best interest of TVA.

Contractor shall provide such services as authorized by the contracting officer and under the direction of the Technical Contract Manager.

In the performance of work hereunder, Contractor commits to utilize its resources and programs in a manner that promotes innovative and creative approaches, including any design standards and computer programs which Contractor shall provide to TVA that would support improved products and the efficiencies of work performance. Contractor agrees to utilize and make available to TVA other state-of-the-art technologies, techniques, and industry-related information. All personnel assigned by Contractor to perform services hereunder shall meet the requirements of the contract. Personnel assigned to perform services under this contract shall begin work only after indoctrination as to TVA's established practices and procedures that govern the performance of all assignments.

DELIVERABLE REQUIREMENTS AND REPORTS:

Contractor shall perform all work pursuant to the technical requirements as provided by the Technical Contract Manager (TCM) and applicable laws, codes, rules, and regulations in effect at the time of the services.

Contractor shall be responsible for the development and technical preparation, review, and approval of all deliverables and associated schedules for deliverables. Contractor's responsibility and liability for services provided shall be as set forth in the contract.

Contractor shall adhere to the programmatic requirements specified by the TCM to control the deliverables with regard to form and format. These requirements are intended to ensure proper interfacing with existing and future engineering project design basis and output documents such that uniform continuity exists between Contractor designs and TVA past and future designs.

TVA and Contractor will establish a plan for an orderly transfer at the completion of the contract of any documents not previously transferred.

INSURANCE:

Unless otherwise specified in this contract, the Contractor shall secure and maintain in effect, at all times during the performance of work, insurance coverage's with limits not less than those set forth below with insurers and under forms of policies satisfactory to TVA. The Contractor shall deliver to TVA no later than ten (10) days after execution of the purchase order, and in any event prior to commencement of work on a TVA site, a completed Certificate of Insurance, attached hereto. Upon request by TVA, Contractor will

allow appropriate representatives of TVA to review its insurance policies at its place of business without the right to copy same.

The insurance to be provided hereunder shall be written by one or more nationally reputable insurance companies authorized to do business in Tennessee, which shall be rated "A" or better by A.M. Best Company.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
1. Workers Compensation Part A. Part B. Employer's Liability	Statutory requirements \$3,000,000 each occurrence
2. Commercial General Liability Combined Single Limits	\$3,000,000 each occurrence
3. Automobile Liability (owned, hired, and non-owned) Combined Single Limits	\$3,000,000 each occurrence*

Note: Deductibles or retention amounts under the policies described above shall not exceed 5 percent of the per occurrence coverage limits, without the express written consent of the Contracting Officer.

- A. TVA is not maintaining any insurance on behalf of Contractor covering against loss or damage to the work or to any other property of Contractor unless otherwise specifically stated herein and as may be described by appendix hereto. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver of rights of subrogation in favor of TVA, the United States, and their employees and agents.
- B. The policy of insurance which affords General Liability shall contain a provision or endorsement stating that such insurance:
 - 1. Applies to the indemnity liability assumed by Contractor under this Contract, subject to all of the terms and conditions of such insurance;
 - 2. Provides coverage for premises/operations, at least 2-year products/completed operations, and other coverage's or endorsements required by the Contracting Officer.
- C. The General Liability, Automobile Liability, and Excess Liability policies provided under this Contract shall provide for Items 1 through 4. The Employer's Liability policy shall provide for item 2.
 - 1. TVA, the U.S., their officers, agents, employees, and volunteers are added as additional insureds on a primary noncontributory basis to Contractor's (liability) insurance policies shown above and with respect to any liability of additional insureds arising out of or resulting from Contractor's operations performed for the additional insureds, including, but not limited to, liability of the additional insureds for the general supervision of such operations.
 - 2. It includes an insurer's waiver of rights of subrogation in favor of TVA, the United States, and their employees and agents.
 - 3. It states that it is primary, noncontributory insurance.
 - 4. It contains a severability of interest clause.
- D. The requirements contained herein as to types and limits, as well as TVA's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations of Contractor under the Contract.

- E. Contractor shall provide at least thirty (30) days written notice of cancellation, expirations, terminations, and material alterations of the insurance policies.
- F. Failure by Contractor or its subcontractors to provide and maintain current, valid certificates of insurance throughout the Contract performance period shall be a material breach of Contract for which TVA may exercise any rights or remedies it may have under the Contract or at law, including the right to withhold moneys due and owing Contractor hereunder. The failure of TVA to review certificates does not waive any of its rights. In the alternative, TVA may, at its sole option, accept Contractor's written certification that it or its subcontractors self-insure in accordance with applicable workers' compensation laws for all duties, liabilities, and obligations it has or may have under such laws; provided, however, that Contractor must provide to TVA satisfactory written evidence showing that its or its subcontractors' self-insurance plan(s) have been authorized by the appropriate State regulatory entity.
- G. Contractor shall require each of its subcontractors to maintain Workers' Compensation insurance at least in accordance with statutory requirements. In the event Contractor requires any of its subcontractors to provide any additional insurance, Contractor shall require that TVA, the United States, their officers, agents, employees and volunteers be named as additional insureds with respect to such insurance, and that such insurance shall provide for the insured's waiver of subrogation rights in favor of TVA, the United States, and their employees and agents.
- H. Should any of the work:
1. Be upon or contiguous to navigable bodies of water, Contractor shall also carry insurance covering its employees for benefits available under the U.S. Longshoremen's and Harbor Workers' Compensation Act or Jones Act to the extent required by law;
 2. Involve watercraft (27 ft. or longer) owned or operated by Contractor, liability arising out of such watercraft shall be insured by Protection and Indemnity insurance with a combined single limit not less than \$5,000,000 each occurrence. Watercraft less than 27 ft. shall be insured under the Commercial General Liability policy. If the hull is insured, such insurance shall provide for an insurer's waiver of subrogation rights in favor of TVA, the United States, and their employees and agents;
 3. Involve aircraft (fixed wing or helicopter) owned or operated by Contractor, liability arising out of such aircraft shall be insured for a combined single limit not less than \$10,000,000 each occurrence and such limit shall apply to Bodily Injury (including passengers) and Property Damage Liability. If the aircraft is insured, such insurance shall provide for an insurer's waiver of subrogation rights in favor of TVA, the United States, and their employees and agents.
 4. Involve design and engineering and professional services contracts, a minimum of \$5,000,000 of Professional liability (errors & omissions) insurance should be provided. If the Professional Liability policy is written on a "claims made" policy form, Contractor shall arrange for at least two (2) years extended discovery period (tail period) to be incorporated into the policy prior to its termination.
- I. Owner-Controlled Insurance Program
For those Contracts which involve on-site labor for period of greater than 30 days and payrolls of at least \$1 million, TVA reserves the right to enroll Contractor in an Owner-Controlled Insurance Program (OCIP) for certain insurance coverages. In the event TVA implements an OCIP with respect to work under this Contract, Contractor and its subcontractors of any tier selected by TVA for participation in the program agree to enroll and fully participate in the OCIP as well as identify and fully deduct respective insurance costs for coverages provided by TVA from any charges under the Contract, including any refund of insurance premiums due Contractor as a result of implementation of the OCIP. Contractor shall furnish all information requested by TVA for purposes of implementation

and administration of the OCIP, including access to and the right to audit Contractor's records pertaining to insurance costs.

NEWS RELEASES:

The Contractor shall not make any announcement, take any photographs, or release any information concerning this agreement, or project, or any part thereof to any member of the public, press, business entity, or any official body without prior written consent by the Contracting Officer unless such release is required in compliance with any applicable Federal, State, or local laws, ordinances, statutes, rules, and regulations in effect at the time.

PATENTS AND COPYRIGHTS:

Contractor hereby indemnifies and shall hold harmless TVA, and their representatives from all suits, claims, actions, losses, damages, and expenses, including attorney's fees, and at its expense shall defend any suit against TVA, in so far as it is based on the claim of infringement of any United States patent or of any copyright, for any material, equipment, or work furnished under this contract. TVA shall immediately notify Contractor in writing of any such suit or claim, and permit Contractor to defend same, and give all needed and available information and assistance to enable Contractor to do so. Contractor shall pay all damages and costs finally awarded therein against TVA, but Contractor shall not be liable under any compromise made without its consent. If in any such suit said invention or its utilization by TVA, Contractor, or any party on TVA's behalf is held to constitute infringement, or is otherwise determined to violate any right secured by patent or copyright, Contractor at its expense shall procure for TVA the necessary licenses and right to continued utilization of said invention; provided that, subject to TVA's written approval, Contractor at its expense may replace or modify said invention so that it becomes noninfringing, provided that any substituted or modified equipment, materials, or processes shall meet all the requirements and be subject to this Contract. The aforementioned obligations shall not apply to any equipment, materials, processes, the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by TVA. Contractor warrants that any information received by TVA under this contract is without binder of secrecy, and is not under obligation of privilege or confidentiality, to any third party.

QUALIFICATIONS OF CONTRACTOR'S PERSONNEL:

TVA reserves the right to request from Contractor in writing, prior to assigning any personnel to perform services, individual's qualifications and relevant experience, and assignment shall be made thereafter only with TVA's written approval. Upon request, Contractor shall provide a record of qualifications and experience for any personnel to TVA.

Contractor shall be responsible for determining that all subcontractors and Contractor's personnel are qualified to perform their assigned work. Contractor shall not employ any person undergoing sentence of imprisonment at hard work, except those exceptions covered by Executive Order 11755. If it is determined that a subcontractor or Contractor's personnel fail to meet TVA's qualifications, performance requirements, or for any other reason fails to meet the standards established in this Contract, TVA reserves the right to direct Contractor to discontinue the services of such subcontractor or personnel. TVA shall not be required to provide Contractor or Contractor's personnel with any justification for such action. TVA further reserves the right to require Contractor, at no cost to TVA, to review any work provided by such unqualified personnel and, if such work is determined not to be in accordance with the standards established in this Contract, Contractor shall be responsible for reperforming such work at no additional cost to TVA. Notice to Contractor may be given either in writing or orally; if given orally, TVA shall confirm the oral notice in writing within five (5) working days.

TVA has in place an overall security system. Contractor shall become familiar with the security system requirements and ensure compliance by all of its employees. Contractor shall determine that each Contractor employee or subcontractor assigned to perform services at a TVA facility shall be required to undergo medical examination and security investigation as TVA may require. Contractor employees assigned to perform services who cannot work within any applicable medical restriction imposed, or who

do not meet TVA's security requirements, or whose access to the site is denied or revoked, shall not be permitted to perform services for TVA.

Contractor will credit to TVA the expenses for Contractor employees who fail the specified security clearance requirements, the medical examinations, and/or fail to meet contractual requirements.

RIGHTS TO TECHNICAL DATA:

TVA shall have complete and unrestricted ownership rights to all documents, drawings, reports, computer software, and other work products generated, prepared, or provided to TVA by Contractor under this contract, including the rights to use, copy or otherwise duplicate, disclose or display, modify, or prepare derivative works of such work products in any manner whatsoever and permit others to do the same. Upon request, Contractor shall assign to TVA all copyright ownership in work products produced under this contract. Technical data and engineering techniques and computer software not generated, prepared or provided under this agreement but utilized for work performed under this Contract shall remain the property of Contractor. However, Contractor shall continue to make available to TVA such technical data and techniques as required to maintain the integrity of work performed by Contractor, including any subsequent necessary modifications. Additionally, Contractor hereby agrees that third party licensed computer software that is not commercially available shall not be utilized for work under this contract unless appropriate rights for TVA's continued utilization can be obtained at reasonable cost.

SECURITY - INFORMATION TECHNOLOGY (IT) SECURITY TRAINING:

All TVA employees and contractors who use TVA's information systems must complete Information Security and Privacy Awareness training in support of the Federal Information Security Management Act (FISMA) and TVA's IT Security Policy as a means of protecting the confidentiality, integrity, and availability of IT resources and information.

In order to have and maintain access to TVA information systems, all users will receive an assigned TVA network ID and must individually complete initial computer security awareness training regarding acceptable use of information resources, then subsequently complete the periodic refresher as revisions are updated annually. The primary goal of this annual training is to improve end user awareness of IT security requirements, policies, and best practices. Failure of any user to comply with training and annual refresher requirements, or misuse or abuse of TVA resources, will result in loss of access privilege to TVA's information system and the user could be subject to disciplinary action, up to and including termination and possible criminal prosecution, if the activity results in damage to TVA's information, IT resources, or such activity results in a privacy or confidentiality breach.

Contractor personnel that receive a TVA network ID will receive an e-mail with instructions for completing the requirement and an associated deadline for completion. Contractor personnel will also receive an Employee ID and a personal identification number ("PIN") to access the training online. With ID and PIN, the initial security training [*Acceptable Use (Initial) of Information Resources*] and the annual refresher training [*Annual (Refresher) Info. Security and Privacy*], as scheduled by TVA, are available online at <http://tvau.tva.gov> (TVA Online Learning; then, click on *Computer Training*). Contractor or subcontractor employees' failure to timely complete initial and or refresher training which results in revocation of system access shall not be a basis for reimbursement to Contractor or for any claim by Contractor caused by accompanying delay.

SECURITY REQUIREMENTS - TVA FACILITY ACCESS FOR ONSITE CONTRACTORS:

All contract employees are subject to TVA Personnel Security Policy requirements as a condition of employment. Contractor agrees to verify that their employees are eligible to work in the United States. All contractors working at TVA are required to have a valid social security number (SSN), which must be provided at the request of designated TVA representatives.

Contractors are required to check all of their employees and all employees of their subcontractors through TVA's Web-based Contractor Security System (WCSS) before permitting them to work on a TVA site.

This action ensures their employees and subcontractors have current fingerprints on file, and prevents Contractor employees who have been denied access or who were terminated for cause from gaining access to a TVA worksite. If Contractor employees do not have a current fingerprint on file, they must be fingerprinted at a TVA designated location before going to work on a TVA site. For instructions on accessing WCSS, see TVA's Procurement Internet Site at <http://www.tva.gov/moreinfo/clauses.htm> under "TVA's Contractor Security System Requirements," or contact the TVA Contracting Officer or his designee.

Contractors are also required to report employees and subcontractor employees who are discharged for cause from a TVA assignment or have health and safety violations (positive drug tests tampering/refusal) to TVA Police Personnel Security so that restrictions can be entered. This must be done immediately at the time of termination utilizing WCSS.

Non-compliance with the above requirements by any contractor company may be considered grounds for adverse action including termination of the contract and/or non-consideration for future contracts.

Upon accepting a contractor for non-nuclear unescorted access, TVA may provide a site ID, photo ID card, and/or an access control card for the individual. All ID and access cards remain TVA property and each must be returned to TVA by the Contractor immediately when the contractor employee no longer requires access—no later than completion of work. Failure to return the cards will cause TVA to incur increased security vulnerability and administration expenses. Contractor therefore agrees, for each unreturned card, to reimburse TVA as liquidated damages in the amount of \$30 per photo ID and \$35 per access card. TVA may enter restrictions into the Contractor Security System for individuals whose cards are not returned.

SMALL BUSINESS SUBCONTRACTING:

TVA is committed to increasing expenditures with small businesses and TVA contractors must upon request negotiate a subcontracting plan and make good faith efforts to meet the plan. Absent a negotiated plan, each contractor is encouraged to assist TVA in meeting the following goals.

*Small Business	30 percent of contract expenditures
Small Minority Business	10 percent of contract expenditures
Small Woman-Owned Business	10 percent of contract expenditures
HUB Zone Small Business	3 percent of contract expenditures
Small Veteran-Owned	3 percent of contract expenditures
Small Service-Disabled Veteran-Owned Business	3 percent of contract expenditures
Valley Business	73 percent of contract expenditures

**This goal includes subcontracts with the five listed categories of small businesses.*

In order to include supplier contributions, Contractor shall report subcontract expenditures under this Contract with each of the above five business categories in such form and manner as required by TVA 15 days after the close of each calendar quarter and shall cooperate in any studies or surveys as TVA may require in order to determine compliance with the subcontracting plan. Contractor shall report data thru the web-based, online Subcontract Reporting System (SRS).

"Small Business" is defined in Title 13, Code of Federal Regulations (CFR), as amended, which contains detailed industry definitions and related procedures. For purposes of this condition, "Small Minority Business" shall have the same definition contained in 13 CFR, as amended, for "Small Disadvantaged Business." "Small Woman-Owned Business" is defined as a small business that is at least 51 percent owned by one or more women, and whose management and daily business are controlled and operated by one or more women. A "HUBZone" business is defined as a small business located in a historically underutilized business zone including economically depressed metropolitan areas, rural counties, or Indian reservations. "HUBZone Small Businesses" appear on the list of Qualified HUBZone Small Business Concerns maintained by the SBA. "Small Veteran-Owned Business" is defined as a small business that is at least 51 percent owned by one or more honorably discharged veterans, and whose

management and daily business are controlled and operated by such veterans. "Small Service-Disabled Veteran-Owned Business" is defined as a small business that is at least 51 percent owned by one or more veterans with service-connected disability as defined in 38 USC 101(16), and whose management and daily business are controlled and operated by such veterans (or by the spouse or caregiver of a veteran with a permanent and severe disability).

Liquidated Damages for SMWOB Subcontracting Plan.

- A. Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under this clause or willful or intentional action to frustrate the plan.
- B. If, at Contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph C of this clause that Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with this clause, Contractor shall pay TVA liquidated damages in an amount stated. The amount of damages attributable to Contractor's failure to comply shall be an amount equal to the actual dollar amount by which Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to government contracts by which Contractor failed to achieve each subcontract goal.
- C. Before the Contracting Officer makes a final decision that Contractor has failed to make such good faith effort, the Contracting Officer shall give Contractor written notice specifying the failure and permitting Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that Contractor pay TVA liquidated damages as provided in paragraph B of this clause.
- D. With respect to commercial products plans, i.e., company-wide or division-wide subcontracting plans, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- E. Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- F. Liquidated damages shall be in addition to any other remedies that the government may have.

TERMINATION FOR CONVENIENCE:

- A. The performance of work under this Contract may be terminated by TVA in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer, in his sole judgment, shall determine that such termination is in the best interest of TVA. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- B. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, Contractor shall:
 - 1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - 2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 4. Assign to TVA, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of Contractor under the orders and subcontracts so terminated, in which case TVA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all of the purposes of this clause.
 6. Transfer title to TVA and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to TVA.
 7. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
 8. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract which is in the possession of Contractor and in which TVA has or may acquire an interest.
- C. After receipt of a Notice of Termination, Contractor shall submit to the Contracting Officer Contractor's termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless an extension in writing is granted by the Contracting Officer upon request of Contractor made in writing within such six-month period or authorized extension thereof.
- D. Subject to the provisions of subsection C above, Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done.
- E. In the event Contractor and the Contracting Officer fail to agree, as provided in subsection D above, upon the amount to be paid to Contractor, the Contracting Officer shall determine the amount, if any, due Contractor and shall provide that Contractor be paid such amount to be determined as follows:
1. All balances due under the terms of the Contract for completed work accepted by TVA appropriately adjusted for any credits or amounts due TVA;
 2. The costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto;
 3. The cost of settling and paying claims arising out of the termination of subcontracts which are properly chargeable to the terminated portion of the Contract;
 4. The reasonable administrative costs incurred in the settlement of the Contract; and
 5. A reasonable fee on (2) above to the extent not covered in (1) above; provided, however, that if it appears that Contractor would have sustained a loss or not made a fee on the entire Contract had it been completed, no fee shall be allowed.

- F. In the event of partial termination, the estimated cost of the continued portion of the Contract may be equitably adjusted by agreement between Contractor and the Contracting Officer.
- G. The total sum to be paid to Contractor under this clause shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.
- H. TVA may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by Contractor in connection with the terminated portion of this Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which Contractor would be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by Contractor to TVA upon demand, together with interest computed at the rate established by the Secretary of the Treasury pursuant to Pub. L. No. 94-41 (85 State. 97) for the Renegotiation Board for the period from the date such excess payment is received by Contractor to the date on which such excess is repaid to TVA.
- I. If, after notice of termination of this Contract under the provisions of any other clause of this Contract, it is determined for any reason that grounds for such termination did not exist or were excusable under the terms of such other clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under this clause.
- J. Any disagreement between TVA and Contractor under the provisions of this clause shall be resolved in accordance with the terms and conditions of the Contract.
- K. Contractor shall make available to the Contracting Officer or such other Person or Persons as may be designated by him, all books, records, documents, and other evidence bearing on the costs and expenses of Contractor under this Contract and relating to the work terminated hereunder.

TERMINATION FOR DEFAULT:

Contractor shall be considered in default of its contractual obligation under this Contract if it:

- A. performs work which fails to conform to the requirements of this Contract;
- B. fails to meet the Contract schedule or fails to make progress so as to endanger performance of this Contract;
- C. abandons or refuses to proceed with any or all work, including modifications directed pursuant to terms and conditions of the contract unless excused from such performance under the terms of this Contract;
- D. fails to provide, within the time specified in the following paragraph, in response to demand by TVA in the event that an order for relief in bankruptcy is entered with respect to Contractor or Contractor becomes insolvent or makes a general assignment for the benefit of creditors, adequate assurance of Contractor's future performance in accordance with the terms and conditions of the Contract. TVA shall be the sole judge of the adequacy of said assurance; or
- E. fails to fulfill any of the terms of this Contract.

If TVA intends to declare contractor in breach upon the occurrence of any of the foregoing, TVA shall notify Contractor in writing of the nature of the failure and of TVA's intention to terminate all or part of the Contract for default.

If Contractor does not cure such failure within ten (10) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor fails to provide satisfactory

evidence that such default will be timely corrected, TVA may without notice to Contractor's sureties, if any, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute the work or similar work to completion by contract or by any other method deemed expedient. TVA may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

In addition to any other remedies or damages available to TVA under the contract or at law, Contractor and its sureties, if any, shall be liable for all excess costs incurred in completion of the terminated work or similar work, including but not limited to the cost of administration of any contract awarded to others for completion.

Upon termination for default, Contractor shall:

1. immediately discontinue work on the date and to the extent specified in the notice and place no further contracts or subcontracts to the extent that they relate to the performance of work terminated;
2. inventory, maintain and transfer title to TVA and deliver as directed by the Contracting Officer completed supplies, materials or equipment, or partially completed supplies, materials or equipment (work in progress) and all parts, tools, fixtures or other manufacturing materials which Contractor specifically produced or acquired for the terminated portion of this Contract, as well as any such items furnished to Contractor by TVA to perform the terminated work;
3. promptly obtain cancellation upon terms satisfactory to TVA of all contracts, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to TVA as directed;
4. cooperate with TVA in the transfer of information and disposition of work in progress so as to mitigate damages;
5. comply with other reasonable requests from TVA regarding the terminated work;
6. continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated; and
7. Demobilize from the TVA site and offices in accordance with TVA's instructions.

Contractor shall be paid the appropriate portion of Contract price for work completed and accepted, to the extent such payment plus TVA's re-procurement costs and other damages do not exceed such portion of the Contract price.

If after termination pursuant to this clause, it is determined for any reason that Contractor was not in default including but not limited to, any of the reasons set forth in Condition Delays, Remedies, and Waivers, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Condition Termination For Convenience.

GENERAL CONDITIONS

ASSIGNMENT:

This contract or any interest therein or in any moneys due or to become due shall not be assigned, used as collateral, or otherwise disposed of without previous written consent of Contracting Officer.

CHANGES:

The Contracting Officer may at any time, by written notice, and without notice to the sureties, make changes in the work within the general scope of this Contract, including but not limited to changes: (1) in the drawings, designs or specifications; (2) in the method or manner of performance of Contractor's work; (3) in TVA's furnished facilities, equipment, materials, services or site; (4) directing acceleration or deceleration in the performance of Contractor's work.

If such changes cause an increase or decrease in the amount of work under this contract or in the time necessary for its performance, an equitable adjustment will be made in the price or the time allowed for performance, or both, and the contract shall be modified in writing accordingly. TVA shall not be liable for increased costs in connection with any changes or delays, whether in tort or in contract, except as specifically provided herein. Contractor must assert its claims for adjustments under this clause within 30 days from the date the change is ordered, and in the meantime the contractor shall proceed with the work as so changed. No claims will be accepted after 30 days unless the Contracting Officer so chooses. In no case shall a claim be considered after final payment under this contract.

All unchanged work shall proceed as required in the contract. If at any time the Contractor believes that acts or omissions by TVA constitute a change to work not covered by a change notice, the contractor must notify TVA in writing within 14 calendar days from its discovery in order for the request to be considered.

CONTRACT INTERPRETATION / DISPUTES / FORUM SELECTION / JURY WAIVER / DAMAGES:

Interpretation: TVA is a corporate agency and instrumentality of the United States and this Contract shall be governed by and construed under Federal law. In the event Federal law does not provide a rule of decision for any particular disagreement, the law of the State of Tennessee shall apply; provided, however, in no event shall Tennessee's choice of law provisions apply. All questions concerning interpretation or clarification of this Contract shall be immediately submitted in writing to TVA's Contracting Officer for resolution. Pending resolution of any dispute, Contractor shall proceed with the work in accordance with the determinations, instructions, and clarifications of TVA's Contracting Officer.

Disputes/Forum Selection: The parties will use their best efforts to resolve disputes informally at the lowest possible levels of decision making, and consensual alternative dispute resolution processes may be used. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Contract (whether sounding in Contract, tort, or otherwise) shall be filed and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee, and each party hereby consents to the jurisdiction and venue of that court for all such lawsuits. Notwithstanding the foregoing sentence, either party may bring an action which seeks to enforce a right of indemnity or contribution in any federal court with proper jurisdiction and venue in which the underlying claim for which indemnity or contribution is being asserted.

Jury Waiver/Damages: The parties further agree that in any litigation (1) each will stipulate to have a United States Magistrate Judge conduct any and all proceedings in accordance with 28 U.S.C. § 636(c) and Fed. R. Civ. P. 73, and (2) each will waive any right it may have to a trial by jury. The parties further agree that in cases involving damages claims, the parties will simultaneously exchange their final positions regarding reasonable damages amounts 30 days prior to trial and will request the Magistrate Judge, if there is a finding of liability, to determine for each claim for which there is liability which final

damages position is more reasonable based on the evidence of record and to award as damages the amount of the more reasonable final position.

This clause is not a "disputes" clause within the meaning of the Contract Disputes Act, 41 U.S.C. §§ 601-613, and this Contract is not subject to that Act.

DELAYS, REMEDIES, AND WAIVERS:

If Contractor does not meet contract performance schedules, or maintain adequate progress, within the time specified regardless of reason, the Contracting Officer may terminate Contractor's right to proceed with all or any part of the contract and may complete the contract by whatever method the contracting officer deems prudent, charging against Contractor (and its sureties, if any) any excess cost. However, if Contractor, within seven calendar days from the beginning of any delay, notifies Contracting Officer in writing of causes of delay, Contractor's right to proceed shall not be terminated when Contracting Officer determines, in his or her sole judgment, delay is due to unforeseen causes beyond Contractor's control and without its fault, such as strikes, quarantines, embargoes, floods, or acts of God. Within seven (7) days after the cessation of any such delay, Contractor shall file a written notice with TVA specifying the duration of the delay. Failure to give any of the above notices shall be sufficient ground for denial of any extension of time. If TVA determines that the delay was unforeseeable and that it was beyond the control of and without the fault or negligence of Contractor, TVA will determine the duration of the delay and will extend the time of performance accordingly.

Contractor's delays due to delays of its subcontractors or suppliers, whether party to the contract or not, will not be excusable unless (1) delay was also due to causes beyond their control and without their fault, and (2) goods or services could not have been procured in the open market. Determination of causes and extension of time are final and conclusive except as challenged in writing by Contractor within 30 days. Even if a delay is excusable, Contracting Officer may terminate Contractor's right to proceed if termination would be in TVA's best interest. In such case, contract shall be equitably adjusted and modified accordingly. Failure to agree to adjustment shall be a dispute concerning a question of fact. To allow or require completion of contract after specified completion time shall not constitute an extension of time or a waiver of any right or remedy TVA may have because of Contractor's delay. No extension of time shall release Contractor's sureties from their obligations. No waiver of any breach of this contract shall waive any other or subsequent breach. No time limits in this contract shall be waived by Contracting Officer's consideration or any untimely notice or information by Contractor. All rights and remedies afforded TVA shall be cumulative, that is, in addition to every other right and remedy provided under this contract or by law. Contractor's sole remedy for delays shall be an extension of time.

ENTIRE AGREEMENT:

This Contract embodies the entire agreement between the TVA and Contractor and supersedes all other communications, either oral or written. The parties shall not be bound by, or be liable for any statement, representation, promise, inducement or understanding not set forth herein. No amendments or modifications shall be valid unless incorporated into the contract in writing.

LAWS AND REGULATIONS:

The Contract shall be interpreted under and governed by federal law. However, the Contractor and its employees and representative(s) shall comply with all applicable federal, state and local laws, ordinances, statutes, rules and regulations in effect during performance of work under the contract. In the event of violation(s) by Contractor, all fines and penalties assessed against Contractor, along with any corrective actions and rework, shall be paid for by Contractor and will not be considered as a reimbursable cost under the Contract. In addition, Contractor indemnifies and holds harmless TVA and the United States and their officers, employees and agents, from any liability resulting from any such violation of law, to the extent that such violations of law are attributable to the action or inaction of the Contractor and/or its personnel.

If, during the performance of this Contract, the Contractor is impacted by changed or new laws, ordinances, statutes, rules or regulations which are enacted and were not known or foreseeable at the time of signing this Contract, the Contractor shall notify TVA in writing of such impact. Such notification shall take place no later than 30 days from the date of enactment of the changes. Documented impacts which affect the cost or time of performance of this Contract may be handled in accordance with General Condition, Changes.

If Contractor discovers any discrepancy or inconsistency between this Contract and any law, ordinance, statute, rule, regulation, order or decree, Contractor shall report the same immediately, in writing, to TVA for disposition.

Contractor recognizes that even though Contractor's compensation from TVA may be computed on a per hour basis, Contractor is responsible for complying with the Fair Labor Standards Act and shall pay the personnel performing services under this Contract in such a way that Contractor is in compliance with the Fair Labor Standards Act regardless of whether such compensation is on a salary basis or on a per hour basis.

The requirements of this clause are also applicable to Contractor's subcontractor(s) and the Contractor, not TVA, shall be solely responsible for ensuring subcontractor compliance with the requirements of this clause.

NONDISCLOSURE:

Contractor agrees not to divulge to third parties, without the prior written consent of TVA, any information that a prudent business person would consider sensitive or which is designated by TVA as proprietary or confidential, obtained from or through TVA or developed or obtained by Contractor in connection with the performance of this contract. Access to sensitive TVA information must be approved in advance by the Contracting Officer and the Technical Contract Manager. If so requested by TVA, Contractor further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this contract. Notwithstanding the above, the preceding shall not apply if the information was public knowledge, already known by Contractor, was obtained by Contractor from a third party who did not receive the information from TVA, or was independently developed by Contractor's employees who did not have access to such information. This provision shall be made applicable to all subcontractors under this contract.

TAXES:

TVA is a Federal Government agency and, therefore, state sales and use taxes are not applicable to materials, supplies, equipment, or services sold directly to TVA. By entering into the contract the contractor certifies that no such state sales or use taxes have been included in its offer or the contract.

The contractor is responsible for payment of any other taxes it incurs in performance of this contract, including sales or use taxes on products installed or consumed by contractor rather than sold directly to TVA, and for taking all measures to identify and claim any available exemptions or reductions to such taxes (such as exemptions for electrical generating equipment under Tennessee Code Ann. § 67-6-209(e)). Applicable taxes should be included in contractor's price. This shall include any applicable Federal Excise taxes or duties. If subsequently enacted additions, deletions, or changes to such taxes affect contractor's costs under this contract, prices will be increased or decreased accordingly.

TERMS INCORPORATED BY REFERENCE:

This contract incorporates certain provisions by reference. These articles and clauses apply, to the extent applicable, as if they were set forth in their entirety. Clauses incorporated by reference are available from TVA's Supplier Portal Internet Site at <http://supplier.tva.gov> under "Clauses Incorporated by Reference." The following clauses are incorporated by reference and apply as follows:

Affirmative Action and Equal Opportunity; Officials Not To Benefit; Payment of Interest; Small Business Policy; Anti-Kickback Procedures; Drug Free Workplace; Lobbying; Nondiscrimination in Public Accommodations; and Walsh-Healey

TVA AND CONTRACTOR REPRESENTATIVES:

The Contracting Officer (Beth Sirene Madison) is TVA's duly authorized representative for all purposes until otherwise stated. No changes shall be made without written consent of the Contracting Officer. Unless otherwise provided, Contractor shall furnish all correspondence regarding this contract to the Contracting Officer.

The Contracting Officer may designate a Technical Contract Manager (TCM). The TCM will act for TVA in regard to all technical matters under the contract but has no authority to modify the contract or to issue direction contrary to the contract. Communications, technical documents, samples, etc., relative to all technical matters should be directed to the TCM. The TCM shall be Neil Carriker.

ATTACHMENT A

SCHEDULE OF PRICES

Classification	Hourly Rate
Administrative Assistant	\$33.44
Chemical Engineer (Sr.)	\$100.00
Chemist (Sr.)	\$91.65
Contracting/Procurement	\$70.00
Engineer (Sr.)	\$100.00
Environmental Chemist (Sr.)	\$91.65
Environmental Engineer (Sr.)	\$100.00
Environmental Engineering Project Manager	\$105.00
Environmental Planner (Sr.)	\$112.00
Environmental Scientist, (Sr.)	\$112.00
Environmental/Civil Engineer	\$100.00
Field Tech/Sampling	\$60.00
Geologist Specialist, (Sr.)	\$98.16
Geologist/Scientist	\$68.82
Program Manager (Sr.)	\$188.00
Project Engineer (Sr.)	\$100.00
Project Environmental Engineer	\$100.00
Project Manager (Sr.)	\$128.00
Project Scientist (Sr.)	\$112.00
Public Participation Specialist	\$90.00
Scientist, Principal (Sr.)	\$112.00
Task Order/Project Manager	\$105.00
Technical Advisor (Sr.)	\$112.00
Technical/Research Specialist	\$112.00
Toxicologist/Risk Assessor (Sr.)	\$87.39
Toxicologist Experts	\$125.00
Wetland Specialist (Sr.)	\$112.00

* Travel will be reimbursed based on travel provisions specified in the contract.

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 1 to the Agreement between JACOBS ENGINEERING GROUP, INC. (hereinafter Contractor), and the TENNESSEE VALLEY AUTHORITY (hereinafter TVA); effective March 6, 2009, is executed and made effective as of the dates stated herein.

WHEREAS the parties agree to amend the Agreement to this contract for the Kingston Dredge Cell Incident Recovery Management.

NOW THEREFORE, the parties agree to amend the Contract as follows:

- Under COMMERCIAL CONDITIONS, add the following COMPENSATION - RELOCATION COST (PERMANENT ASSIGNMENTS) clause.

COMPENSATION - RELOCATION COSTS (PERMANENT ASSIGNMENTS)

For Contractor's employees or subcontractor's employees assigned to a TVA-designated work location, TVA may, at TVA's option, reimburse Contractor for the relocation of such employee to the TVA designated work location in lieu of living expense reimbursement when, at TVA's discretion it is deemed economical to do so. Such relocation expense reimbursement shall be in accordance with the lesser of TVA's or Contractor's policy, and shall be subject to the following conditions:

1. TVA may reimburse Contractor for the return relocation of Contractor's employee to the homebase in accordance with the same limitations which governed the original relocation, unless (a) Contractor is compensated for the employee's relocation by another client, or (b) the employee is released from providing services due to failure to meet TVA's qualifications or performance requirements.
2. Relocation costs (including a not-to-exceed amount for relocation) shall be approved in advance by the TVA Contracting Officer or TCM on a case by case basis with a letter of authorization. Such authorization shall only be provided in response to a written request from Contractor providing:
 - A detailed not-to-exceed cost estimate for the Relocation (no lump sum estimates);
 - A cost comparison with other alternatives justifying why Permanent Relocation is the least-cost option for TVA; and
 - A signed and notarized Certification in the form of Attachment B, "Relocation Allowances For Transferred Contractor Employees".
3. Alternate relocation arrangements may be approved by TVA where the cost of these alternatives is equivalent to or less than the cost of relocation otherwise allowed.
4. If relocation costs for an employee of Contractor have been allowed as an Other Direct Cost, and the employee resigns or otherwise terminates employment with Contractor, is reassigned by the Contractor to different non-TVA position, or otherwise leaves the project within twelve (12) months of incurring such relocation costs, Contractor shall partially refund or credit such relocation costs to TVA. The refund or credit will be made in proportion to the percentage of the twelve (12) month commitment not upheld by the employment. Case-by-case exceptions (e.g., health condition, family emergency dictates that an employee return to their originating location) may be considered at the sole discretion of TVA.

5. Relocation costs shall not exceed allowable costs provided herein.
6. Eligible Contractor employees may be reimbursed for the costs of relocation including, but not limited to, the following:
 - a. Househunting Trip - Transportation and subsistence expenses for two (2) househunting trips. Each househunting trip shall not exceed three (3) days each plus travel time for a maximum allowable per-trip time of 10 days for Contractor employee and spouse/domestic partner. Additional trips and time may be allowed under certain circumstances and must be pre-approved by TVA prior to arranging the trip. Any househunting trip(s) for which Contractor employee requests reimbursement must occur prior to Contractor employee reporting to the new official station. Any househunting trip taken by Contractor employee's spouse/domestic partner must occur prior to the family's relocation to the new official station. A househunting trip shall not be authorized if the distance between the old and new official stations is less than 100 miles by usually traveled route.
 - b. Shipping of Household Goods - Shipping of personal property/household goods and up to two (2) vehicles.
 - c. Storage of Household Goods - Maximum in-transit storage of personal property/household goods of sixty (60) days and delivery charges following storage.
 - d. Temporary Lodging - Temporary lodging up to a maximum of sixty (60) days, unless otherwise approved by TVA but not to exceed 120 days, at the point of relocation.
 - e. Insurance for Household Goods - Insurance to cover maximum value of \$3.50 per hundred-weight at full replacement value up to \$75,000.
 - f. Travel to New Official Station - Travel for Contractor employee and all authorized members of his/her immediate family in reporting to the new official work location via common carrier, airlines (coach class), or mileage at current TVA allowable rate, if Contractor employee drives to new location.
 - g. Lease Termination Costs - Lease termination costs limited to a maximum of two (2) months rent and security deposit at current location.
 - h. Closing Costs - Closing costs on sale of existing residence in point of origin, not to exceed nine percent (9%) of the sales price of the property being sold.
 - i. Incidental New Home Costs - Costs incident to acquiring a new home at the new location, not to exceed five percent (5%) of the purchase price of the new home. Relocation costs incident to acquiring a new home shall not include pre-paid interest, points, or similar expenses.
 - j. Miscellaneous Costs - Miscellaneous costs incident to the relocation at a flat amount of \$1,000.00 in lieu of actual itemized expenses
 - k. Tax - Tax gross-up for any taxable expense such that the employee nets the actual cost of the expense incurred.
7. All relocation cost items listed above, with the exception of item j, will be supported by documentation of actual costs incurred. All travel and lodging expenses associated with the above items will comply with the prime Contract clause "Compensation – Routing Business Travel".
2. The relocation costs are non-profit-bearing and shall not be subject to any indirect cost burdens.

- Under SPECIAL CONDITIONS, add the following HEALTH AND SAFETY and CONTRACTOR USE OF TVA COMPUTER SYSTEM, clause.

HEALTH AND SAFETY

- A. **Purpose:** TVA believes that Safety and Health is its most important value and all injuries and most illnesses, both on and off the job, are preventable. TVA is a zero injury culture company and expects its contractors and their sub-contractors to be committed to a zero injury work culture environment. In other words, occupational accidents or other incidents in which human health or safety is jeopardized are never acceptable.
- B. **Standards.** Contractor will be proactive in taking necessary measures to avoid accidents or incidents which human health or safety is jeopardized. Contractor shall not permit any person employed by it or any subcontractor in the performance of work pursuant to this Contract at a project or worksite owned or controlled by TVA to work in surroundings or under working conditions which are unnecessarily dangerous to human safety or health. In order to provide the necessary controls for protection of employees and prevention of damage to property and for avoidance of work interruption in the performance of this Contract, Contractor shall comply with:
 1. The provisions of Section 107 of the Contract Work Hours and Safety Standards Act (CWHSSA) (this contractual reference to CWHSSA does not apply to contracts for commercial items as defined at 41 U.S.C. 403(12), although provisions of CWHSSA itself may still apply); and
 2. The Occupational Safety and Health Act of 1970 (OSHA) regulations; and
 3. The TVA Safety Manual (which is available through TVA's Supplier Portal Internet Site at <http://supplier.tva.gov> or by request to TVA's Contracting Officer).
 4. Depending on the nature and location of the work to be performed by Contractor, there may also be site specific safety and health requirements, but these shall be identified to Contractor by the TCM prior to the start of such work.

In the event of conflict between OSHA regulations and the TVA requirements, the more stringent, i.e., the more protective of occupational health and safety, shall apply.

Contractor and its subcontractor(s) shall initiate and maintain such programs as may be necessary to comply with the foregoing requirements; provide for frequent and regular inspection of the job sites, materials, and equipment; identify and prohibit work in an unsafe or unhealthful work place, including the use of unsafe machinery, tools, materials, or equipment; and permit only those employees qualified by training or experience to operate equipment and machinery.

- C. **Compliance by Subcontractors.** Contractor shall be responsible for securing compliance by its subcontractors with all the safety and health provisions contained herein.
- D. **Safety and Health Plan & Evaluation.** Contractor, after evaluating potential hazards to human health and safety associated with the work to be performed under the contract, shall submit a site specific safety and health plan in writing to the TCM at least 30 days prior to the start of work under the contract. Among other things, that plan shall address the steps Contractor will take to promote health and safety in the work environment. A safety and health plan covering the performance of work at the TVA site by Contractor and its subcontractors must be approved by the TCM prior to the start of such onsite work, and TVA will not be responsible for claims arising out of Contractor's failure to submit a plan acceptable to the TCM. Evaluation and approval under the requirements of this provision of the Contract shall not affect Contractor's obligations under the indemnity provisions of this Contract.

- E. Accident Records. Contractor and its subcontractor will maintain an accurate record of all accidents and occupational diseases in accordance with the provisions of 29 C.F.R. pt. 1904. In addition, Contractor shall maintain records of the costs for repairing or replacing property, materials, supplies, and equipment damaged in accidents occurring while doing work incident to this Contract.
- F. Contractor Safety Representative. Unless otherwise authorized in writing by the TCM, Contractor shall retain a representative onsite at all times while work is in progress who shall be responsible for Contractor's safety and health program and who shall have authority to correct hazardous conditions. Contractor's representative shall respond promptly to the TCM in order to reduce or eliminate conditions which in the opinion of the TCM constitute a threat to or appear to threaten life, health or property at the work location. Prior to arriving onsite, Contractor shall designate in writing an Officer of Contractor who shall be responsible for oversight of its safety and health program and for maintaining a zero injury work environment.
- G. Temporary Access and Public Safeguards. Contractor shall build and maintain such temporary bridges, roads, and other means of passage as are necessary and not otherwise provided by TVA; shall provide for convenient access to the various parts of the work and to adjacent private property which may be affected by the work; and shall provide such temporary fences or guards as may be necessary to keep livestock on adjoining property from entering the lands occupied by the work. Contractor shall also provide such barricades, warning signs and lights, watchmen, etc., as are necessary to protect the public and the work. Should conditions arise on the work, which require that immediate and unusual provisions be made to protect the public from danger or loss of damage due directly or indirectly to the prosecution of the work, Contractor shall make the necessary provisions. Contractor shall be responsible for the sufficiency and safety of all such temporary works and provisions and shall be responsible for all damage resulting from their insufficiency. Contractor shall not disturb, close, or obstruct any existing highways or other communications systems until permission therefore has been obtained from the TCM.
- H. Cleaning Up. Contractor shall, at all times, keep the work area, including storage areas used by it, reasonably free from hazardous and unsanitary accumulations of waste materials or rubbish, and prior to completion of the work, shall remove any rubbish from the premises and all tools, scaffolding equipment, and material not the property of TVA. Upon completion of the work, Contractor shall leave the work and premises in a clean, neat, and workmanlike condition satisfactory to the TCM.
- I. Breach of Safety and Health Provisions. It shall remain the responsibility of Contractor to ensure that the foregoing provisions are complied with at all times; provided, however, the TCM shall have the right (but not the duty) to inspect Contractor's operations as he or she deems appropriate to assure that the requirements for health and safety under the Contract are being met. In the event that apparent deficiencies in complying with the foregoing provisions are brought to the attention of TVA through such inspections or otherwise, TVA will promptly notify Contractor through the TCM. Upon receipt of such notice, Contractor shall immediately take such action as may be required to determine the existence of and to correct deficiencies. If Contractor fails or refuses to correct an unhealthful or unsafe condition, the TCM shall have the authority to issue an order stopping all or part of the work being performed under the provisions of this Contract until satisfactory corrective action has been taken. No part of the time lost as the result of any stop order shall be the subject of a claim for extension of time or for excess costs or damages by Contractor. Any stop order issued by the TCM shall apply to work performed by any subcontractor as well as by the prime Contractor under this Contract. The TCM shall have the authority to require removal of any person from a TVA work location (regardless of the status of such person as an employee of Contractor or any subcontractor) if, in the opinion of the TCM, the presence of such person endangers the safety or health of others.
- J. Investigation of Accidents. TVA shall have the option to examine the site of any accident immediately following its occurrence to determine (1) the cause or causes of such accident; (2) the degree of personal injuries; (3) the damage to TVA-owned property; (4) the effect of such accident

upon completion of the work provided for under the Contract; and (5) other pertinent information. In order to accomplish this, TVA shall have the authority to question any persons having knowledge relative to or present when such accident occurred, including employees and agents of Contractor and all subcontractor(s).

- K. **Respiratory Protective Equipment.** Any person employed by Contractor or by any subcontractor in the performance of work pursuant to this Contract at a plant or jobsite owned or controlled by TVA shall wear respiratory protective equipment when required by the TVA project or plant procedures for safety or health considerations and, therefore, shall be required to be clean shaven in the area between the sealing surface of the device and the face. Any person requiring the use of corrective eyewear shall also be required to have special respirator glasses (not provided or reimbursed by TVA unless specifically noted elsewhere in contract) when reporting to work in order to be mask-fitted promptly. Any person employed by Contractor or by any subcontractor refusing to comply with this requirement shall be denied access to plant facilities. No part of the time lost as the result of any denied access to plant facilities shall be the subject of a claim for extension of time or for excess costs or damages by Contractor or any subcontractor.

CONTRACTOR USE OF TVA COMPUTER SYSTEM RESOURCE

Use of the TVA computer system, authorized or unauthorized, constitutes Contractor's consent to monitor their use of this system. The TVA computer system and all related equipment, networks, and network devices (including Internet access) are provided to authorized users for authorized purposes only as described in TVA's Communications Practices 7 and 8. Contractor is responsible for ensuring that its employees, subcontractors, and agents comply with these practices.

Detail information on rights and responsibilities regarding Accessing and Using TVA Internet and Electronic Mail Resources is contained in Communication Practice 7 and Accessing and Using TVA Corporate Computing Resources is contained in Communications Practice 8. The Communications Practice 7 and 8 are available from TVA's Internet Site at <http://www.tva.gov/foia/readroom/policy/prinprac/com07.htm> and <http://www.tva.gov/foia/readroom/policy/prinprac/com08.htm> or from the Contracting Officer upon request.

CONTRACTOR'S USE OF TVA VEHICLES

Contractor and its employees may be authorized to use TVA vehicles in performance of duties under this Contract. All operators of TVA vehicles shall have a valid driver's license issued by a State in the United States and be at least 18 years old.

For long-term vehicle use, Contractors are responsible for seeing that maintenance and repairs are performed on the vehicles. TVA will assist with or arrange for the maintenance to be completed. Contractor will notify a vehicle service center for unscheduled or breakdown repairs.

Contractor shall be expected to return vehicles in the same condition as when furnished to Contractor, ordinary wear and tear are expected. Contractor shall be responsible for damage or cost of repairs due to negligence.

Contractor shall be responsible for the safe operation of vehicles and shall comply with applicable local, State, and Federal laws. Contractor shall be responsible for the cost of any tickets, fines, or penalties arising out of use of the vehicle.

Contractors shall be responsible for taking appropriate measure for employees' misuse of TVA vehicles. If TVA finds that the vehicle is being misused, then TVA may take appropriate action.

Contractor is responsible for compliance with TVA vehicle operation policies.

- Revise ATTACHMENT A, SCHEDULE OF PRICES to reflect the additions and changes in the attachment hereto.

EXCEPT as hereby amended, all terms, conditions, and provisions of Contract No. 00068705 are hereby affirmed and shall remain in full force and effect during the Agreement performance period.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officials.

TENNESSEE VALLEY AUTHORITY

By: Beth Sirene

Signature: Beth Sirene

Title: Contract Manager

Date: March 6, 2009

JACOBS ENGINEERING GROUP, INC.

By: IRA Nedelman

Signature: IRA Nedelman

Title: Vice President

Date: 3/6/09

ATTACHMENT A

SCHEDULE OF PRICES

Classification	Hourly Rate
Administrative Assistant	\$33.44
Chemical Engineer (Sr.)	\$100.00
Chemist (Sr.)	\$91.65
Contracting/Procurement	\$70.00
Engineer (Sr.)	\$100.00
Environmental Chemist (Sr.)	\$91.65
Environmental Engineer (Sr.)	\$100.00
Environmental Engineering Project Manager	\$105.00
Environmental Planner (Sr.)	\$112.00
Environmental Scientist, (Sr.)	\$112.00
Environmental/Civil Engineer	\$100.00
Field Tech/Sampling	\$60.00
Geologist Specialist, (Sr.)	\$98.16
Geologist/Scientist	\$68.82
Program Manager (Sr.)	\$188.00
Project Engineer (Sr.)	\$100.00
Project Environmental Engineer	\$100.00
Project Manager (Sr.)	\$128.00
Project Scientist (Sr.)	\$112.00
Public Participation Specialist	\$90.00
Scientist, Principal (Sr.)	\$112.00
Task Order/Project Manager	\$105.00
Technical Advisor (Sr.)	\$112.00
Technical/Research Specialist	\$112.00
Toxicologist/Risk Assessor (Sr.)	\$87.39
Toxicologist	\$125.00
Experts	\$125.00
Wetland Specialist (Sr.)	\$112.00
Support Services Manager	\$85.00
Administrative Project Coordinator	\$55.00
Quality Manager	\$108.00
Quality Senior	\$92.00
Safety Manager	\$108.00
Safety Senior	\$93.00
Graphics/Tech Writer/Editor	\$55.00
Project Controls Manager	\$106.00
Cost Analyst/Scheduler/Estimating/Controls	\$89.00
Construction Managers	\$125.00
Construction Site Managers	\$95.00
Design/CADD Senior	\$80.00
Modelers Senior	\$92.00
Document Controls Specialist	\$60.00
Contracts Manager Senior	\$92.00

RELOCATION ALLOWANCES FOR TRANSFERRED CONTRACTOR EMPLOYEES

This document provides a summary of relocation allowances available to Contractor's employees whose relocation is determined to be in the best interest of TVA and not primarily for the convenience or benefit of the Contractor or Contractor's employee or at his or her request.

There are significant income tax implications associated with the receipt of relocation benefits. Contractor employees should request Publication No. 521, **Moving Expenses**, from the Internal Revenue Service for guidance on the Federal income tax implications.

Relocation costs shall be reimbursable, subject to TVA's prior approval. Relocation costs shall not exceed allowable costs permitted by the Federal Acquisition Regulations in 48 C.F.R. 31.205-35, or as otherwise provided herein. The costs associated with relocation of Contractor's personnel out of a specified Project area are not reimbursable if the transfer is to another field assignment for a non-TVA project. If relocation costs for an employee of Contractor have been allowed as an Other Direct Cost, and the employee resigns or otherwise terminates employment with Contractor, or is reassigned by the Contractor to different non-TVA position, within twelve (12) months of incurring such relocation costs, Contractor shall partially refund or credit such relocation costs to TVA. The refund or credit will be made in proportion to the percentage of the twelve (12) month commitment not upheld by the employment.

ALLOWABLE RELOCATION COSTS

Eligible Contractor employees may be reimbursed for the following relocation costs:

- l. Transportation and subsistence expenses in accordance with Contract, "Travel Allowance and Reimbursement for Contractors", for two (2) househunting trips total, for Contractor employee and spouse/domestic partner. Additional trips and time may be allowed under certain circumstances and must be pre-approved by TVA prior to arranging the trip. Any househunting trip(s) for which Contractor employee requests reimbursement must occur prior to Contractor employee reporting to the new official station. Any househunting trip taken by Contractor employee's spouse must occur prior to the family's relocation to the new official station. The maximum time allowable for a househunting trip, including travel time, is 10 days. A househunting trip shall not be authorized if the distance between the old and new official stations is less than 75 miles by usually traveled route.
- m. Shipping of personal property/household goods and up to two (2) vehicles.
- n. Maximum in-transit storage of personal property/household goods of sixty (60) days and delivery charges following storage.
- o. Temporary lodging up to a maximum of sixty (60) days, unless otherwise approved by TVA but not to exceed 120 days, at the point of relocation. TVA will reimburse the **actual** lodging, meals (including groceries consumed while occupying temporary quarters), and laundry and dry cleaning expenses incurred while the employee and authorized family members necessarily occupy temporary quarters. Expenses of local transportation (including parking) incurred for any purpose during occupancy of temporary quarters will be disallowed. The maximum amount of the temporary quarters allowance is based on the number of family members occupying temporary quarters. The maximum daily rate is determined as follows:

	First 30 Days	Second 30 Days and Subsequent Periods
Employee	\$85.00	\$63.75
Spouse	\$63.75	\$47.81
Family members age 12 or over	\$63.75	\$47.81
Family members under age 12	\$42.50	\$31.88

If TVA determines that the reimbursement claimed for meal expenses is unreasonable, an adjustment may be made to the amount claimed.

Temporary lodging shall not be authorized if the distance between the new official work location and the old residence is not more than 40 miles greater than the distance between the old residence and old official work location.

- p. Insurance to cover maximum value of \$3.50 per hundred-weight at full replacement value up to \$75,000.
- q. Travel for Contractor employee and all authorized members of his/her immediate family in reporting to the new official work location via common carrier, airlines (coach class), or mileage at current TVA allowable rate, if Contractor employee drives to new location.
- r. Lease termination costs limited to a maximum of two (2) months rent and security deposit at current location.
- s. Closing costs on sale of existing residence in point of origin, not to exceed nine percent (9%) of the sales price of the property being sold.
- t. Costs incident to acquiring a new home at the new location, not to exceed five percent (5%) of the purchase price of the new home. Relocation costs incident to acquiring a new home shall not include pre-paid interest, points, or similar expenses.
- u. Miscellaneous costs incident to the relocation at a flat amount of \$1,000.00 in lieu of actual itemized expenses
- v. Tax gross-up for any taxable expense such that the employee nets the actual cost of the expense incurred.

All relocation cost items listed above, with the exception of item j, will be supported by documentation of actual costs incurred. Any travel and lodging expenses associated with the above items will comply with the prime Contract, "Travel Allowance and Reimbursement for Contractors".

ELIGIBILITY

When the relocation involves a short distance, travel and transportation expenses and applicable allowances in connection with Contractor employee's relocation of residence may be authorized only when it is determined that the relocation was incident to the change of official station. Such determination will take into consideration commuting time as well as

- a. distance between residence at time of notification of transfer and old work location;
- b. distance between residence at time of notification of transfer and new work location;
- c. distance between a proposed new residence and the new work location; and
- d. distance between residence at time of notification of transfer and proposed new residence provided that the old residence is the place from which the employee commuted daily to and from old work location.

Even considering relative commuting distances as provided above, the request for relocation may suggest that the move of residence is not incident to the change of work location. Contractor shall clearly indicate justification for short distance moves before reimbursement will be considered.

When a change of work location involves a distance of less than 100 miles and Contractor employee intends to apply for permanent relocation reimbursement, it is the responsibility of Contractor employee to inform Contractor of his/her intention to relocate and to obtain the approval of Contractor and TVA prior to incurring expenses in connection with the relocation of residence. If Contractor employee fails to notify and receive prior approval of Contractor and TVA, Contractor relocation expenses shall not be eligible for reimbursement.

REEMPLOYMENT AFTER SEPARATION

A former Contractor or TVA employee separated from TVA by reason of reduction in force or transfer of function who, within one year of the date of separation, is reemployed in a non-temporary role, either by Contractor or TVA, at a different permanent TVA work location from that where the separation occurred, may be allowed and paid the expenses and other allowances (excluding non-temporary storage when assigned to an isolated permanent work location) in the same manner as though he/she had been transferred in the interest of TVA or the Government to the permanent work location where reemployed, from the permanent work location where separated, subject to the eligibility limitations as prescribed herein.

NEW APPOINTEES

In accordance with applicable provisions of the **Federal Travel Regulations** and TVA's travel policies, under justifiable circumstances, TVA may authorize the following limited allowances:

- a. Transportation expenses for Contractor employee and immediate family members reporting to new permanent work location by common carrier or privately owned vehicle.
- b. En-route per diem allowance for Contractor employee, if total travel time exceeds 10 hours.
- c. Transportation and temporary storage of household goods.

A new Contractor employee may be authorized additional relocation allowances available to transferred Contractor employee employees when TVA and Contractor determines that there is a shortage of well-qualified candidates for the position.

IMMEDIATE FAMILY

The following named members of the Contractor employee's household at the time he/she reports for duty at the new permanent work location are considered immediate family: (1) spouse; (2) children of the Contractor employee or Contractor employee's spouse who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support; and (3) dependent parents, brothers, and sisters.

RELOCATION ORDER

Travel and transportation allowances for a permanent relocation must be authorized by Contractor and TVA. The following items must have occurred prior to the completion of the relocation order:

- a. Contractor employee has been offered a position at the new work location and the Contractor employee accepts the position.
- b. Both TVA and Contractor determine that the transfer of work location is in TVA's best interest and not primarily for the convenience or the benefit of the Contractor employee or at the Contractor employee's request.

Contractor prepares the transfer relocation-order, indicating which discretionary allowances are authorized and the specific area approved for the Contractor employee's residence relocation.

1. Transportation and subsistence allowance for employee and immediate family while en route.
2. Allowance for real estate transaction - purchase of residence, sale of residence or Buyer Value Option (home marketing and closing assistance), or unexpired lease in lieu of sale of residence.
3. Miscellaneous expense allowance including, fees for disconnecting and connecting appliances and utilities; utility fees or deposits that are not offset by eventual refunds; fees for cutting and fitting rugs, draperies, and curtains moved from one residence to another; and automobile registration, driver's license, and use taxes imposed when bringing automobiles into some jurisdictions.
4. Transportation and temporary storage of household goods and personal effects (18,000 lbs. max)
5. Transportation of a mobile home for use as a residence (in lieu of item 4).

The Contractor employee must sign a service agreement agreeing to remain in employment on the project for at least one year prior to approval of relocation expenses.

The maximum time for beginning allowable travel and transportation authorized shall not exceed 2 years from the effective date of the Contractor employee's transfer. The 2-year period may be extended for an additional period of time not to exceed 1 year when the 2-year limitation for completion of residence transactions is extended. The request for extension from Contractor to TVA should state the reason(s) the extension is necessary. TVA has final authority on extension approval.

SHIPMENT AND STORAGE OF HOUSEHOLD GOODS

Contractor or Contractor employee shall arrange for the shipment of household goods and, as necessary, temporary storage of household goods. Transportation and storage expense is limited to 18,000 pounds of household goods. Certain items may not be shipped at TVA expense, such as automobiles. Household goods may be placed in temporary storage for up to 90 days; that period may be extended for an additional 90 days under justifiable circumstances. TVA will pay insurance coverage for a declared value of \$1.25 per pound of household goods. The cost of declared value greater than \$1.25 shall be billed to the Contractor or Contractor employee.

The Contractor employee who prefers to move his/her own household goods may be reimbursed the actual cost of renting a trailer, to be towed with the Contractor employee's personal car, or a truck. The cost, which may be reimbursed, is limited to the actual cost of shipment by the carrier. The weight limitations also apply. If the weight of the household goods cannot be determined, the Contractor employee must show the dimensions of the trailer/truck (length, width and height) and indicate approximately how full the conveyance was loaded (one-third, one-half, etc.) on the claim for reimbursement.

A Contractor employee may be entitled to reimbursement for towing a privately owned vehicle if the Contractor employee is responsible for driving a rented conveyance which is used to transport household goods and there is no immediate family member licensed and capable of driving the Contractor employee's automobile. Reimbursement is limited to the actual cost of renting a tow bar, or tow dolly when required, subject to a maximum reimbursement equal to the actual mileage reimbursement which would have been allowable if the Contractor employee had driven the vehicle, unaccompanied by family members. Reimbursement is not provided if a second privately owned vehicle is towed.

The following limits shall apply:

- A. For assignments of 3 months or less:
No shipment or storage of household effects is authorized.
- B. For assignments *longer* than 3 months but *less than or equal to* 6 months:
 - 1. Single status employees are authorized shipment (including packing, crating and unpacking) up to 1,000 pounds. No storage is authorized.
 - 2. Family status employees are authorized shipment (including packing, crating and unpacking) up to 500 pounds/person not to exceed 3,500 pounds total. No storage is authorized.
- C. For assignments *longer* than 6 months:
 - 1. Single status employees are authorized shipment (including packing, crating and unpacking) up to 1,000 pounds.
 - 2. Family status employees are authorized shipment (including packing, crating and unpacking) up to 500 pounds/person not to exceed 3,500 pounds total.
 - 3. Storage in-transit is authorized up to 60 days. Employees who have a minimal amount of personal household effects (e.g. 200 lbs. or less) shall ship their goods via UPS or Class "C" air freight when possible to avoid the 1,000 lbs. minimum charge imposed by professional moving companies.
 - 4. Storage Allowance to a maximum of 18,000 pounds is authorized. The combined weights of shipment and storage are not to exceed this 18,000 pounds.

CERTIFICATION REQUIRED FOR RELOCATION EXPENSE REIMBURSEMENT

I understand that TVA _____ rely on the following information for determining eligibility for and _____

_____ (Contractor)
permanent relocation payments made to me under _____ for my assignment at _____
_____ Contract No. _____ TVA work location
beginning on _____ and ending approximately _____
_____ Start Date _____ End Date

In order for _____ Contractor _____ to be entitled to reimbursement from the Tennessee Valley Authority (TVA) for payments to me for permanent relocation expenses during my employment at a TVA work location, I understand that:

- I must be relocating my Permanent Residence (as defined in the Eligibility Criteria, a copy of which has been provided to me) to the immediate vicinity of the TVA work location.
- If I commute daily from my permanent residence, regardless of where it is located, I am not entitled to payment of temporary living allowances or commuting expenses.

I hereby provide and certify the following to be complete and correct information to serve as the basis in determining eligibility for relocation expense reimbursement to me.

Name: _____ SSN: _____ Marital Status: _____

The following dependent family member(s) will continue to occupy my Permanent Residence (attached additional pages if required)

Dependents:	Name	Age	Relationship

Old Permanent Residence Address:

City/State/Zip
Phone (including area code): _____

New Permanent Residence Address:

City/State/Zip
Phone (including area code): _____

Distance from old permanent residence to TVA work location _____ miles

Date of lease/purchase of old residence: _____

Time (years/months) at old residence: _____

Date of last occupancy (by me): Beginning _____ Ending _____

Date(s) of prior receipt of relocation expenses from TVA within prior three (3) years; whether direct from TVA, or on contract or subcontract to TVA. Include start date, end date, and TVA work location.

START DATE

END DATE

TVA WORK LOCATION

I hereby certify that the old permanent residence address provided above was my permanent, legal residence in accordance with the laws of the state in which my permanent residence was located; that it is the Permanent Residence that I maintained prior to this assignment or if acquired after the commencement of this assignment replaces the Permanent Residence that I maintained prior to this assignment; and that it is the Permanent Residence that I have historically maintained or if acquired after the commencement of this assignment replaces the Permanent Residence that I have historically maintained.

I certify that the property does not represent a dwelling maintained by me as a vacation home, or investment or commercial property, or other property held for the production of income, or treated by me as such for Federal income tax purposes. (I understand that the rental of a bona fide Permanent Residence for the sole purpose of security, care and preservation of the

dwelling is acceptable, providing that the residence is not treated as property held for the production of income for Federal income tax purposes, and that such a rental will not render the dwelling ineligible as a Permanent Residence for the purpose of certification herein.)

I certify that the copy of the rental or lease agreement or mortgage payment agreement or (if the residence is owned by me free of mortgage) property deed and property tax records, attached hereto and initialed and dated by me, is a true and correct copy of the rental or lease agreement or mortgage payment agreement or property deed and property tax liability with respect to my Permanent Residence, and that such rental or lease agreement or mortgage payment agreement is, or in the case of property deed results from, an arm's length transaction under the law.

I certify that my Old Permanent Residence is located more than 100 miles one way via the most expeditious and direct route from my TVA work location and that I am not commuting from my Permanent Residence.

I certify that I have established a new residence at the address provided above in the immediate vicinity of the TVA work location, and that neither I nor my spouse, if am sharing the residence with my spouse, are receiving temporary living allowances nor is my spouse receiving permanent residence relocation expense reimbursement, with respect to the residence from TVA, whether direct from TVA or on this or another contract or subcontract with TVA.

I acknowledge that in addition to any statutory penalties which may be imposed, I agree to reimburse TVA, or Contractor as Contractor may direct, for any permanent residence relocation expense reimbursements made to me as a result of any false statement willfully and knowingly made herein.

I understand that TVA is an agency of the United States Government; that this certification is made to _____

(Contractor)

and TVA; and that I am subject to criminal prosecution under 18 U.S.C. § 1001 for any false statements contained herein.

Printed Name of Employee (or Subcontractor)

Employee No. (as applicable)

Signature

Date

Subcontractor Name (as applicable)

STATE OF _____)

COUNTY OF _____)

SS

On this _____ day of _____ before me personally appeared _____
to me known to be the person who executed the foregoing certification,
and

acknowledged that he/she executed the same as his/her free act and deed. Witness my hand, at office,
this _____ day of _____

My commission expires
on _____

Notary Public

TVA Approval Required ☐ YES ☐ NO. Attach TVA written approval if Yes.

Contractor Review/Approval

Date

Effective Date

CONTRACT NO.: 00074668
AMENDMENT NO.: 2

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 2 to the Agreement between JACOBS ENGINEERING GROUP, INC. (hereinafter Contractor), and the TENNESSEE VALLEY AUTHORITY (hereinafter TVA); effective March 6, 2009, is executed and made effective as of the dates stated herein.

WHEREAS the parties agree to amend the Agreement to this contract for the Kingston Dredge Cell Incident Recovery Management.

NOW THEREFORE, the parties agree to amend the Contract as follows:

- Under COMMERCIAL CONDITIONS, revise the following COMPENSATION clause by adding section D as follows.

D. Only for the position of Administrative Project Coordinator, a non-Exempt position, TVA authorizes Contractor to charge time and a half for overtime authorized by Contractor's Project Manager. This is accordance with the Fair Labor Standards Act (FLSA) to pay for all overtime for a non-exempt position.

- Under COMMERCIAL CONDITIONS, revise the CONTRACT MONETARY LIMITATION clause by adding the following.

CONTRACT MONETARY LIMITATION:

Total payments under this contract shall not exceed the sum of Four Million Five Hundred Dollars \$4,500,000. Contractor expressly understands and agrees that TVA shall not be liable for any amounts in excess of this monetary limit except pursuant to a fully executed supplement to the contract.

- Under GENERAL CONDITIONS, revise the following TVA AND CONTRACTOR REPRESENTATIVES clause by adding the following.

TVA AND CONTRACTOR REPRESENTATIVES:

The Contracting Officer (Beth Sirene) is TVA's duly authorized representative for all purposes until otherwise stated. No changes shall be made without written consent of the Contracting Officer. Unless otherwise provided, Contractor shall furnish all correspondence regarding this contract to the Contracting Officer.

The Contracting Officer may designate a Technical Contract Manager (TCM). The TCM will act for TVA in regard to all technical matters under the contract but has no authority to modify the contract or to issue direction contrary to the contract. Communications, technical documents, samples, etc., relative to all technical matters should be directed to the TCM. The TCM shall be Bob Deacy.

EXCEPT as hereby amended, all terms, conditions, and provisions of Contract No. 00068705 are hereby affirmed and shall remain in full force and effect during the Agreement performance period.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officials.

TENNESSEE VALLEY AUTHORITY

By: Beth Sirene

Signature: Beth Sirene

Title: Contract Manager

Date: April 3, 2009

JACOBS ENGINEERING GROUP, INC.

By: Ira Nadelman

Signature: Ira Nadelman

Title: V.P. Federal Operations

Date: 4/3/09

CONTRACT NO.: 00074668
AMENDMENT NO.: 3
AMOUNT OF AMENDMENT: \$490,000
TOTAL CONTRACT AMOUNT: \$4,990,000
CONTRACT TERM: 02/06/09 – 02/09/11

JACOBS ENGINEERING GROUP, INC.
KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 3 to the Agreement between JACOBS ENGINEERING GROUP, INC. (hereinafter Contractor), and the TENNESSEE VALLEY AUTHORITY (hereinafter TVA); effective June 12, 2009, is executed and made effective as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

1. Under COMMERCIAL CONDITIONS, revise the CONTRACT MONETARY LIMITATION clause to provide as follows:

CONTRACT MONETARY LIMITATION:

Total payments under this contract shall not exceed the sum of Four Million Nine Hundred Ninety Thousand Dollars \$4,990,000. Contractor expressly understands and agrees that TVA shall not be liable for any amounts in excess of this monetary limit except pursuant to a fully executed supplement to the contract.

3. Under GENERAL CONDITIONS, revise the TVA AND CONTRACTOR REPRESENTATIVES clause to provide as follows:

TVA AND CONTRACTOR REPRESENTATIVES:

The Contracting Officer (Beth Sirene) is TVA's duly authorized representative for all purposes until otherwise stated. No changes shall be made without written consent of the Contracting Officer. Unless otherwise provided, Contractor shall furnish all correspondence regarding this contract to the Contracting Officer.

The Contracting Officer may designate a Technical Contract Manager (TCM). The TCM will act for TVA in regard to all technical matters under the contract but has no authority to modify the contract or to issue direction contrary to the contract. Communications, technical documents, samples, etc., relative to all technical matters should be directed to the TCM. The TCM shall be Mike Scott.

4. TVA and Contractor agree to add the following additional requirements regarding Contractor's workscope:
 - A. Contractor agrees to comply with the requirements of any litigation hold imposed by TVA with regard to information, documents and records in the Contractor's possession.

- B. Contractor agrees to comply with any OSHA standards, including but not limited to HAZWOPPER standards, imposed from time to time on the project by the Environmental Protection Agency.

EXCEPT as hereby amended, all terms, conditions, and provisions of Contract No. 00068705 are hereby affirmed and shall remain in full force and effect during the Agreement performance period.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officials.

TENNESSEE VALLEY AUTHORITY

By: Beth Sirene

Signature: Beth Sirene

Title: Contract Manager

Date: June 9, 2009

JACOBS ENGINEERING GROUP, INC.

By: Fra Nadelman

Signature: [Signature]

Title: Vice President, Jacobs

Date: 6/9/09

CONTRACT NO.: 00074668
AMENDMENT NO.: 4
AMOUNT OF AMENDMENT: \$22,731,946
TOTAL CONTRACT AMOUNT: \$27,721,946
CONTRACT TERM: 02/06/2009 – 02/09/2011

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 4, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective July 14, 2009, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

1. The Scope of Work attached hereto as Attachment A is hereby incorporated into and made a part of the Contract (such Scope of Work is herein referred to as the "Phase II Work Scope").
2. The Contract Monetary Limitation, as set forth in the Contract, is hereby increased by \$22,731,946 for a total Contract Monetary Limitation of \$ \$27,721,946.
3. An incentive fund in the amount of up to \$1,500,000 shall be established on TVA's books which will be available to make incentive payments to Contractor in accordance with the chart set forth below entitled Performance Measures. The source of the incentive fund shall be as follows:
 - A. For each month during the twelve month period beginning July 1, 2009 (the "Performance Period"), TVA will retain from amounts due Contractor for work performed during such month the amount of \$62,500.
 - B. An additional matching amount for each month will be contributed by TVA.

TVA shall be entitled to retain any portion of the incentive fund that Contractor does not earn pursuant to terms of the Performance Measures chart below.

PERFORMANCE MEASURES

TITLE	%	DESCRIPTION OF PERFORMANCE MEASURES	MAXIMUM TOTAL DOLLAR AMOUNT
Jacobs Contract At or Below Budget	20%	<p>This performance measure shall be based upon the Contractor's ability to perform the Phase II Work Scope at a cost to TVA of at or below \$19,481,946.</p> <p>If Contractor invoices for the Phase II Work Scope are in excess of \$19,481,946 by one million dollars or more, the Contractor shall receive \$0 incentive fee for the is performance measure. For every \$250,000 that such Contractor invoices are below \$20,481,946, the Contractor shall receive an incentive fee of \$37,500 up to a maximum fee of \$300,000.</p> <p>(Note: This fee will be evaluated and if earned will be paid at the end of the Performance Period).</p>	\$300,000
Safety and Environmental Compliance	10%	<p>The Contractor shall have an opportunity to earn a fee based upon the compliance of Contractor's personnel and contractors under its management, in regards to OSHA safety regulations and environmental compliance.</p> <p>For each calendar month during the Performance Period that Contractor (including contractors under its management) has zero OSHA recordable incidents and zero environmental compliance incidents, the Contractor shall be paid an incentive fee of \$12,500. In the event of a fatality (to one of the Contractor's personnel or personnel of contractor's under its management) during the Performance Period, the Contractor shall forfeit the remainder of the \$150,000.</p>	\$150,000
Project Schedule	50%	<p>This performance measure will be based upon the Contractor's ability to comply with the schedule below.</p> <p>If during the first phase of dredging, 1.5M cubic yards is successfully completed on or before 1/31/2010, a fee of \$250,000 will be paid to the Contractor. This fee shall be reduced by the amount of \$4,237 for each calendar day after 1/31/2010 that dredging has not resulted in successful completion of 1.5M cubic yards until 3/31/2010, when the balance of the potential incentive fee will be reduced to \$0. In addition to the above, the Contractor shall be given a fee of \$500,000 for completion of all time critical removal actions (as identified in Attachment A) by 5/31/2010. For purposes of this performance measure, removal of ash off site is not a critical removal action.</p> <p>(Note: This fee will be evaluated and if earned will be paid at the end of the milestone dates).</p>	\$750,000
Cost	20%	This performance measure will be based upon the Contractor's	\$300,000

Containment	success in managing the following cost containment factors: change orders, contingency planning, and exercise value engineering and optimization.	
	The Contractor shall be awarded a fee on a quarterly basis (with quarters ending on October 1, 2009, January 1, 2010, April 1, 2010 and July 1, 2010) for its ability to manage the cost containment factors listed above. The exact amount and value to TVA shall be negotiated between TVA and the Contractor at the end of each quarter up to a maximum of \$75,000 per quarter. The parties will endeavor to complete such negotiation within thirty days of the end of the applicable quarter with payment to be made by TVA within an additional thirty days. The parties shall mutually work together in a good faith effort to reach concurrence. However, in the event concurrence is not reached, this category of fee shall be at TVA's sole discretion and not subject to any dispute process.	

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY		JACOBS ENGINEERING GROUP INC.	
By	<u>Beth Sirene</u>	By	<u>Ira Nadelman</u>
Title	<u>Contract Manager</u>	Title	<u>General Manager</u>
Date	<u>July 16, 2009</u>	Date	<u>July 16, 2009</u>

ATTACHMENT A

SCOPE OF WORK

Phase II

Phase II Scope of Work is post transition and includes those services necessary for execution of the Kingston Dredge Cell Incident Recovery Program (the "Program"). The Scope of Work includes, but is not limited to the following:

1. Jacobs shall manage the Program with TVA oversight. Jacobs shall be responsible for all facets of the Program to include project management, engineering, environmental, community and construction management services for all work associated with the Program.
2. This Scope of Work includes the necessary regulatory documentation, monitoring, processing, remediation, removal, hauling, and disposal of the fly ash both on and off TVA property, restoration and remediation of areas, as well as the replacement and enhancement (where approved by TVA) of infrastructure and utilities.
3. Jacobs is to finalize the strategies, execution plans and platform required to address regulatory and non-regulatory environmental issues and overall Program.
4. Jacobs is to execute and manage the Program through a series of Projects and specific tasks for successful recovery of ash, assessment and mitigation of environmental impacts of the spill, and remediation of environmental impacts. Each Project will have its own scope of work, schedule, and budget. Projects are defined as, but not limited to:
 - Dredging
 - Cenosphere Recovery
 - Skimmer Wall
 - Infrastructure, Drainage, Utilities, Roads, etc.
 - Ash Disposition and Hauling
 - Final Remediation
 - Dike Reinforcement
 - Routine Monitoring
 - Failed Dredge Cell

Performance Objectives

The inclusion of performance objectives is intended to ensure that TVA and Jacobs make decisions that mutually support attainment of TVA critical success factors and supporting performance objectives.

These performance objectives are structured to focus on continuous improvement in the Time Critical Removal Action Work Plan (as described below) and in areas of critical interest to TVA. TVA and Jacobs engineering will select a specific list of such improvements that will be monitored as we move forward. The performance objectives are set forth below:

1. Work plan development including schedule, timeliness, and quality.
2. Development of formal long term performance indicators – once the dredging contract and loading disposal contracts are in place, which allows accurate realistic projection of performance measures.
3. Receive approval of the Time Critical Removal Action Work Plan that is a compilation of various plans called out in the signed Administrative Order and Agreement on Consent between the U.S. EPA Region 4 and TVA (Performance Date: per Order schedule).
4. Receive approval of the Non-Time-Critical Removal Action Work Plan / Sampling and Analysis Plan as indicated in the signed Administrative Order and Agreement on Consent between the U.S. EPA Region 4 and TVA (Performance Date: per Order schedule).
5. Complete the Clean Water Management System for ash in the embayment (Performance Date: September 2009)
6. Complete construction and infrastructure to support of fly ash offsite shipment (Performance Date: July 2009)
7. Stabilize the ash by grading and temporary vegetation cover in the embayment. (Performance Date: Ongoing)
8. Develop and Issue for review the Community Involvement Plan as indicated in the signed Administrative Order and Agreement on Consent between the U.S. EPA Region 4 and TVA (Performance Date: within 90 days after Order approval.)
9. Issue a Monthly status report to TVA during the course of the Program. Report to include an overview of progress tracking and reporting of the overall Program. (Performance Date: Beginning monthly, June 2009)
10. Provide financial reporting process based on mutually agreed to requirements and support TVA's financial group reporting objectives. (Beginning Performance Date: June 2009).

Time Critical Removal Actions

For purposes of the Performance Measures chart, time critical removal actions shall be as follows:

[Jacobs to list]

July 14, 2009

Mr. Ira Nadelman
Jacobs Engineering Group Inc.
125 Broadway Ave.
Oak Ridge, TN 37830

Dear Mr. Nadelman

Enclosed is a fully executed copy of Amendment No. 4 to Contract No. 00074668. Please sign 1 copy and return for my signature.

If you have any questions, please contact me at 865-717-6505. Thank you.

Sincerely,

Chet Kato
Charles (Chet) Kato
Contract Manager
Procurement - RSO&E Contracts

CONTRACT NO.: 00074668
AMENDMENT NO.: 5
AMT. OF AMENDMENT: NO CHANGE
TOTAL CONTRACT AMOUNT: \$27,721,946
CONTRACT TERM: 02/06/2009 – 02/09/2011

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 5, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective April 1, 2009, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

The table below includes the contract rates for non-exempt premium time positions. The contract rates are included in the contract. However the overtime rates for these positions are hereby added to the contract. The overtime rates shall only be applicable to hours worked in excess of 40 hours per week.

Classification	Negotiated Hourly Rate	Proposed PPOT Rate	Effective Date
Administrative Assistant	\$33.44	\$45.23	April 1, 2009
Field Tech/Sampling	\$60.00	\$74.80	April 1, 2009
Administrative Project Coordinator	\$55.00	\$73.48	April 1, 2009
Designer/CADD Senior	\$80.00	\$106.81	April 1, 2009
Document Control Specialist	\$60.00	\$73.76	April 1, 2009

In addition the following labor category is added to this contract:

Classification	Negotiated Hourly Rate	Effective Date
Construction Program Manager	\$155.00	September 28, 2009

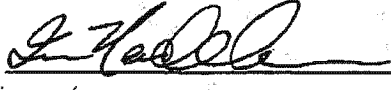
Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By 
Charles (Chet) Kato

By 

Title Site Procurement Manager

Title Vice President Federal Operations

Date September 24, 2009

Date September 24, 2009

CONTRACT NO.: 00074668
AMENDMENT NO.: 6
AMOUNT OF AMENDMENT: N/A
TOTAL CONTRACT AMOUNT: \$27,721,946
CONTRACT TERM: 02/06/2009 – 02/09/2011

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 6, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective December 15, 2009, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).


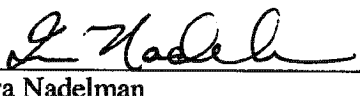
NOW THEREFORE, the parties agree to amend the Contract as follows:

1. Attachment A Scope of Work which was incorporated into the contract by Amendment NO.4 is revised to include Jacob's requirement to submit an acceptable Project Management Plan.
2. Due to Jacobs's assigned duties with regard to safety at the Kingston dredge cell recovery site, TVA acknowledges and agrees that Jacobs is TVA's agent for purposes of the various indemnifications that TVA has received in contracts and agreements with contractors, vendors, and suppliers for the dredge cell recovery effort and for purposes of the additional insured provisions of those contracts or agreements.
3. Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By	<u></u>	By	<u></u>
	Charles (Chet) Kato		Ira Nadelman
Title	<u>Site Procurement Manager</u>	Title	<u>Vice President, Federal Operations</u>
Date	<u>12/22/09</u>	Date	<u>12/16/09</u>

ATTACHMENT A

SCOPE OF WORK

Phase II

Phase II Scope of Work is post transition and shall include a **Project Management Plan** to include those services necessary for execution of the Kingston Dredge Cell Incident Recovery Program (the "Program"). The project Management Plan shall **be submitted within 45 days**. The Scope of Work includes, but is not limited to the following:

1. Jacobs shall manage the Program with TVA oversight. Jacobs shall be responsible for all facets of the Program to include project management, safety, engineering, environmental, community and construction management services for all work associated with the Program.
2. This Scope of Work includes the necessary regulatory documentation, monitoring, processing, remediation, removal, hauling, and disposal of the fly ash both on and off TVA property, restoration and remediation of areas, as well as the replacement and enhancement (where approved by TVA) of infrastructure and utilities.
3. Jacobs is to finalize the strategies, execution plans and platform required to address regulatory and non-regulatory environmental issues and overall Program.
4. Jacobs is to execute and manage the Program through a series of Projects and specific tasks for successful recovery of ash, assessment and mitigation of environmental impacts of the spill, and remediation of environmental impacts. Each Project will have its own scope of work, schedule, and budget. Projects are defined as, but not limited to:
 - Dredging
 - Cenosphere Recovery
 - Skimmer Wall
 - Infrastructure, Drainage, Utilities, Roads, etc.
 - Ash Disposition and Hauling
 - Final Remediation
 - Dike Reinforcement
 - Routine Monitoring
 - Failed Dredge Cell

Performance Objectives

The inclusion of performance objectives is intended to ensure that TVA and Jacobs make decisions that mutually support attainment of TVA critical success factors and supporting performance objectives.

These performance objectives are structured to focus on continuous improvement in the Time Critical Removal Action Work Plan (as described below) and in areas of critical interest to TVA. TVA and Jacobs engineering will select a specific list of such improvements that will be monitored as we move forward. The performance objectives are set forth below:

1. Work plan development including schedule, timeliness, and quality.
2. Development of formal long term performance indicators – once the dredging contract and loading disposal contracts are in place, which allows accurate realistic projection of performance measures.
3. Receive approval of the Time Critical Removal Action Work Plan that is a compilation of various plans called out in the signed Administrative Order and Agreement on Consent between the U.S. EPA Region 4 and TVA (Performance Date: per Order schedule).
4. Receive approval of the Non-Time-Critical Removal Action Work Plan / Sampling and Analysis Plan as indicated in the signed Administrative Order and Agreement on Consent between the U.S. EPA Region 4 and TVA (Performance Date: per Order schedule).
5. Complete the Clean Water Management System for ash in the embayment (Performance Date: September 2009)
6. Complete construction and infrastructure to support of fly ash offsite shipment (Performance Date: July 2009)
7. Stabilize the ash by grading and temporary vegetation cover in the embayment. (Performance Date: Ongoing)
8. Develop and Issue for review the Community Involvement Plan as indicated in the signed Administrative Order and Agreement on Consent between the U.S. EPA Region 4 and TVA (Performance Date: within 90 days after Order approval.)
9. Issue a Monthly status report to TVA during the course of the Program. Report to include an overview of progress tracking and reporting of the overall Program. (Performance Date: Beginning monthly, June 2009)
10. Provide financial reporting process based on mutually agreed to requirements and support TVA's financial group reporting objectives. (Beginning Performance Date: June 2009).

Time Critical Removal Actions

For purposes of the Performance Measures chart, time critical removal actions shall be as follows:

- Removal of ash from the area and embayment East of Dike 2 and the ash in the Emory River to the confluence with the Clinch River, including the intake channel.

CONTRACT NO.: 00074668
AMENDMENT NO.: 7
AMOUNT OF AMENDMENT: \$0
TOTAL CONTRACT AMOUNT: \$27,721,946
CONTRACT TERM: 02/06/2009 – 02/09/2011

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT (PROJECT)

This Amendment No. 7 to the Agreement between JACOBS ENGINEERING GROUP INC. (hereinafter called "Contractor" or "Jacobs"), and the TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"), effective December 23, 2009, is executed as of the dates stated herein.

WHEREAS, the parties have agreed to amend Contract No. 00074668 for the KIF Dredge Cell Incident Recovery Management Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows:

The Cost Containment Performance Measurement, as described in Amendment No. 4 to the Contract, is revised as follows:

TITLE	%	DESCRIPTION OF PERFORMANCE MEASURES	MAXIMUM TOTAL DOLLAR AMOUNT
Cost Containment	20%	This performance measure will be based upon the Contractor's success in managing the following cost containment factors: Change Orders, Contingency Planning, and Value Engineering. Attachment A provides details for each of the three factors.	\$300,000
		<u>Fee:</u> If earned Jacobs shall be awarded a fee on a quarterly basis (with the quarters ending on October 1, 2009, January 1, 2010, April 1, 2010, and July 1, 2010) for Jacobs' ability to manage the cost containment factors listed above. The exact amount and value to TVA shall be negotiated between TVA and Jacobs at the end of each	

	<p>quarter up to a maximum of \$75,000 per quarter. The parties will endeavor to complete such negotiation within thirty (30) days of the end of the applicable quarter with payment to be made by TVA within an additional thirty (30) days. The parties shall mutually work together in a good faith effort to reach concurrence. However, in the event concurrence is not reached, this category of fee shall be at TVA's sole discretion and not subject to any dispute process. Prior to submittal of any invoices, TVA and Jacobs will meet to discuss the fee and the billing period. TVA will decide on the ratings of the categories listed in Attachment A and any fee amounts resulting from the evaluations.</p>	
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Except as hereby amended, all of the terms, conditions and provisions of the Contract are hereby affirmed and shall remain in full force and effect during the duration of the Contract.

IN WITNESS THEREOF, the parties have executed this Amendment as of the dates written below.

TENNESSEE VALLEY AUTHORITY

By *Chet Tate*
Title *Site Procurement Manager*
Date *1/18/10*

JACOBS ENGINEERING GROUP INC.

By *L. F. Fadden*
Title *V.P. General Manager*
Date *1/15/10*

Attachment A

Performance Incentive – Cost Containment (20%)

Category	Definition	Rating – 1-10	Measurement Criteria
Change Orders	<p>Manage work to avoid claims or supplements which effect cost or schedule. The framework for change order management is based on Jacobs' ability to control costs and schedules associated with TVA-approved change orders for contracts or work that Jacobs manages under typical industry norms.</p> <p>Contracts or work that falls under this Cost Containment Performance Measure are listed below:</p> <ul style="list-style-type: none"> • Severson – Dredging • MACTEC – Loading • Phillips and Jordan – Disposal • TVA Civil Projects • Other Contracts Managed by Jacobs (SWS, Mayse Const., etc.) or other contracts that may be issued 		<ul style="list-style-type: none"> • Number of Claims Submitted/Paid • Monetary Impact \$ • Schedule Impact
Contingency Planning	<p>Physically look ahead and plan for obstacles. The framework for contingency planning is based on Jacobs' ability to anticipate and preclude production impacts, schedule extensions or cost impacts. The goal and objective is to mitigate cost and/or schedule impacts.</p>		<ul style="list-style-type: none"> • Minimize Cost/Schedule Impact • Minimize Impact To Production • Timely Deployment of results of contingency planning
Value Engineering	<p>Develop creative solutions to overcome ash recovery issues. The framework for value engineering and optimization is based on TVA's and Jacobs abilities to effectively work together to use experience, knowledge, and creativity to maximize the results for the Project. A value analysis process will be used to support the decision criteria.</p>		<ul style="list-style-type: none"> • Potential Dollar Savings Realized • Avoided Schedule or Production Impacts

CONTRACT NO.: 00074668
AMENDMENT NO.: 8
EST. AMT. OF AMENDMENT: \$135,000.00
TOTAL CONTRACT AMT: \$27,856,946
PERFORMANCE DATE: 03/24/2010 – 06/30/2010

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 8, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective March 24, 2010, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

Jacobs through its subcontractor JMJ Associates (JMJ) agrees to provide to TVA the following services:

KEY ACTIVITIES

1. DESIGN & DELIVERY OF RE-ORIENTATION PROGRAM (MAR – APR 2010)

JMJ will design a powerful 1-hour Re-Orientation session to be delivered to all personnel working on the TVA Kingston Fly Ash Project (the Project) based on Beyond Zero and *III* principles. JMJ will train key stakeholder organization leaders the week of 29 March to deliver this session in a manner that will make working safely a personal value for everyone associated with the Project. The sessions will be delivered starting the week of 29 March and continuing the week of 05 April 2010.

2. **ASSESSMENT OF STRENGTHS AND GAPS REGARDING IIF SAFETY (MAR- APR 2010)**

JMJ will conduct interviews with selected personnel working on the TVA Kingston Fly Ash Project and provide a summary Report of Findings (ROF) regarding the strengths and gaps identified regarding the Project's ability to work consistent with IIF principles and values. The interviews will be conducted the week of 29 March and the ROF will be provided the week of 5 April. This work will be coordinated with Steve Richardson and Danny Whitaker-Sheppard.

3. **REINFORCING AND SUSTAINING LEADERSHIP'S SAFETY MESSAGE (MAR-MAY 2010)**

JMJ will provide weekly consulting support by having a senior JMJ consultant working on site in partnership with Jacobs and TVA leadership in service of reinforcing and sustaining leadership's safety message in a powerful and compelling way through the completion of the dredging portion of the project. JMJ's weekly consulting support will commence the week of 29 March and end the week of 07 May 2010. A JMJ consultant will be on-site for three days each week. This work will be coordinated with Steve Richardson.

4. **COACHING FOR SAFETY PROFESSIONALS (MAR-MAY 2010)**

JMJ will provide coaching for the stakeholder organization safety professionals to create a powerfully aligned team of safety professionals working together to reinforce and sustain leadership's safety message. This coaching will take place during the weekly trips made to the site by a senior JMJ consultant. This work will be coordinated with Danny Whitaker-Sheppard.

The professional fees for the work outlined herein will be payable per the following payment schedule:



Due Date	Amount
Upon Acceptance	USD 50,000
01 April 2010	USD 60,000
01 May 2010	USD 25,000
Total Due	USD 135,000

Reimbursable expenses in accordance with the MSA are estimated at USD 20,250. In no event will the total professional fees and reimbursable expenses for this engagement exceed USD 155,250 without prior written approval from Jacobs. **These services will be provided to TVA as a direct pass through from its subcontractor JMJ and will not include any markup from Jacobs.**

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY JACOBS ENGINEERING GROUP INC.

By		By	
	Charles (Chet) Kato		
Title	Site Procurement Manager	Title	Vice President Federal Operations
Date	April 2, 2010	Date	April 2, 2010

CONTRACT NO.: 00074668

AMENDMENT NO.: 9

AMOUNT OF AMENDMENT: \$0

TOTAL CONTRACT AMOUNT: \$27,856,946

CONTRACT TERM: 02/06/2009 – 02/09/2011

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT (PROJECT)

This Amendment No. 9 to the Agreement between JACOBS ENGINEERING GROUP INC. (hereinafter called "Contractor" or "Jacobs"), and the TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"), effective December 21, 2009, is executed as of the dates stated herein.

WHEREAS, the parties have agreed to amend Contract No. 00074668 for the KIF Dredge Cell Incident Recovery Management Contract

NOW THEREFORE, the parties agree to amend the Contract as follows:

In order to better clarify the contract travel requirements the parties to this contract agree to incorporate the attached Temporary Living Allowance policy. The policy applies to Jacobs' and its Subcontractor's employees assigned to work at the project site for more than 90 consecutive days and the employees' permanent residence is more than 75 radius miles from the project site. The effective date of this policy is January 1, 2010.

Except as hereby amended, all of the terms, conditions and provisions of the Contract are hereby affirmed and shall remain in full force and effect during the duration of the Contract.

IN WITNESS THEREOF, the parties have executed this Amendment as of the dates written below.

TENNESSEE VALLEY AUTHORITY

By

Chet Lato

Title

Site Procurement Manager

Date

8/10/10

JACOBS ENGINEERING GROUP INC.

By

J. Madala

Title

Vice President, Federal Operations

Date

7/27/10

TVA Contract No. 00074668

Page 1 of 4

**TEMPORARY LIVING ALLOWANCE, CONTRACTOR REQUIREMENTS, CERTIFICATION
REQUIREMENTS, AND ELIGIBILITY CRITERIA**

Contractor Requirements

Temporary Living Allowance payments are not supplemental compensation, bonuses, or premiums, but are payments provided to offset additional living expenses at a temporary (second) residence when the TVA established eligibility criteria are met for a Contractor employee working at a TVA work location away from his or her Permanent Residence (as hereinafter defined).

Contractor shall be entitled to reimbursement in accordance with this attachment for Temporary Living Allowance payments actually made by Contractor to only those Contractor employees (or subcontractor employees or other associated employees, hereinafter collectively referred to as "Contractor employees") who meet TVA's eligibility requirements for Temporary Living Allowance payments while assigned at a TVA work location and who also provide the certification required below. Reimbursement for Temporary Living Allowance payments will be for incurred payments, but not to exceed 75% of the Lodging per diem rates in accordance with the Government Travel Regulations. TVA will not reimburse Contractor in advance. TVA reserves the right to audit all certifications and associated documentation submitted by Contractor employee and to contact all parties providing or identified in such documents. The Contractor, with TVA approval, will determine which employees are eligible for a temporary living allowance.

For Contractor's payment of Temporary Living Allowances to be eligible for reimbursement hereunder, the following prerequisites must be met:

- The employee's assignment must be a continuous assignment and of a duration greater than ninety (90) days to necessitate a temporary (second) residence as opposed to commercial lodging and daily travel reimbursement.
- The TVA work assignment location must be located beyond a distance from the employee's Permanent Residence of radius miles, and the employee must not commute to the TVA work site from his or her Permanent Residence. (A "Radius" is defined as a straight line on a map from the TVA site to location of employee's Permanent Residence, without regard to geography or established roadways. A "Radius Mile" is defined as a segment of the Radius equaling one mile as determined by the map scale.)
- The employee must establish and maintain a temporary (second) residence in the immediate vicinity of the TVA work location and incur additional (substantial and bona fide) living expenses related to maintaining such temporary (second) residence.

Certification Requirements

In order for Temporary Living Allowance payments made by Contractor to an employee to be eligible for reimbursement by TVA hereunder, Contractor employee must complete a certification process to determine eligibility. Each such employee must be given a copy of this Temporary Living Allowance Contractor Requirements, Certification Requirements, and Eligibility Criteria and must complete and sign a Certification Required for Payment of Temporary Living Allowance form, Exhibit A, attached hereto and made a part hereof. Such form may be amended from time to time by TVA upon thirty (30) days written notice to Contractor.

All Temporary Living Allowance eligibility certifications must (i) be complete with no missing data or information, (ii) include a true and correct copy of the lease agreement, or mortgage payment agreement, said copy(s) to be attached to the certification and initialed and dated by the employee, to bear evidence of a current and ongoing obligation, (iii) be signed by the employee and notarized, and (iv) be in the form of Exhibit A.

Contractor shall review each certification and its related documentation prior to authorizing Temporary Living Allowance payments under TVA's eligibility requirements, and Contractor's representative shall sign and date the

certification prior to any payment of Temporary Living Allowances to be reimbursed hereunder. Copies of documentation and certifications for each employee approved by Contractor are required to be maintained by Contractor and made available to TVA upon request.

Contractor shall require the employee to immediately update (within 15 days) the certification if there are any changes which affect the validity or accuracy of the certification by submitting a revised certification. Contractor shall also require the employee to recertify eligibility on an annual (anniversary) basis to continue to receive temporary living allowance payment.

Eligibility Criteria

There are certain requirements that a Contractor employee, and the dwelling claimed as his or her Permanent Residence, must meet in order for such dwelling to qualify as the employee's Permanent Residence for purposes of this Temporary Living Allowance payment provision. These requirements, which must be met at the time of initial application for Temporary Living Allowance payments and throughout the period during which such payments are made, are as follows:

- The employee's claimed Permanent Residence must be his or her legal residence in accordance with the laws of the state in which it is located.
- The employee will continue, during the term of his or her assignment to the TVA worksite, to incur substantially all of the cost for upkeep and maintenance of the Permanent dwelling.
- The Permanent dwelling is not maintained as, or treated by the employee for Federal income tax purposes as, a vacation home or investment, commercial, or other property held for the production of income. Rental of a bona fide Permanent Residence to a third party for the sole purpose of security, care, and preservation of the dwelling is acceptable and will not render the dwelling ineligible as a permanent residence, providing that the residence is not treated as property held for the production of income for Federal income tax purposes. For purposes of this agreement, while TVA reserves the right to use other determining factors as appropriate, "property held for the production of income for Federal income tax purposes" shall usually be understood to be property listed on Schedule E of the employee's federal tax return either before or during the employee's assignment at TVA. The employee's refusal to furnish accurate and complete copies of requested tax records shall be a sufficient basis for rejection of Temporary Living Allowance.

If the employee is sharing the temporary residence with their spouse, the spouse is not eligible to receive temporary living allowance or permanent residence relocation expense from TVA with respect to the temporary residence, whether direct from TVA or the same or another contract or subcontract with TVA.

If the employee, and his or her dwelling, meets the foregoing requirements, the claimed dwelling shall be deemed to be the employee's "Permanent Residence."

TVA may consider reimbursement of Contractor for Temporary Living Allowance payments for an employee prior to the employee's assignment to this contract when it is in the best interest of TVA. Such determination and approval shall be on a case-by-case basis and must be requested by Contractor and approved by TVA in writing in advance, and such approval may be withheld at TVA's sole discretion. Contractor shall require the employee to complete the certification except for the two requirements above and shall submit to TVA the certification and basis for requesting the aforementioned approval and any such additional information as TVA may request. When and if approved by TVA, Contractor shall include the written TVA approval as part of the completed certification. TVA will not consider exceptions to the certification requirements except as provided in this paragraph.

CERTIFICATION REQUIRED FOR REIMBURSEMENT OF TEMPORARY LIVING ALLOWANCE

I understand that TVA and (Contractor) rely on the following information for determining eligibility for temporary living allowance payments made to me under (Contract Number) for my temporary assignment at (TVA work location) beginning on (Start Date) and ending approximately (End Date).

In order for (Contractor) to be entitled to reimbursement from the Tennessee Valley Authority (TVA) for payments to me of temporary living allowances during my employment at a TVA work location, I understand that:

- I must be maintaining as my Permanent Residence (as defined in the Eligibility Criteria, a copy of which has been provided to me), a dwelling that is located more than 75 radius miles from the TVA work location, as to which I will continue to incur substantially all of the cost for upkeep and maintenance.
- I must establish and maintain a temporary (second) residence in the immediate vicinity of the TVA work location, as to which I will incur additional (substantial and bona fide) living expenses related to maintaining the temporary (second) residence.
- If I commute daily from my permanent residence, regardless of where it is located, I am not entitled to payment of temporary living allowances or commuting expenses.

I hereby provide and certify the following to be complete and correct information to serve as the basis in determining eligibility for temporary living allowances payment to me.

Name: _____ SSN: _____ Marital Status: _____

Dependents:	Name	Age	Relationship
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Permanent Residence Address:	Temporary Residence Address:
_____	_____
_____	_____
_____	_____

Phone: () _____	Phone: () _____
DISTANCE FROM PERMANENT RESIDENCE TO TVA WORK LOCATION	_____ RADIUS MILES

DATE OF LEASE/PURCHASE OF PERMANENT RESIDENCE: _____
TIME (YEARS/MONTHS) AT PERMANENT RESIDENCE: _____

DATE OF LAST OCCUPANCY (BY ME) _____ BEGINNING: _____ ENDING: _____
DATE(S) OF PRIOR RECEIPT OF TEMPORARY LIVING ALLOWANCE AND PERMANENT RELOCATION ALLOWANCE FROM TVA WITHIN PRIOR THREE (3) YEARS; WHETHER DIRECT FROM TVA, OR ON CONTRACT OR SUBCONTRACT TO TVA. INCLUDE START DATE, END DATE, AND TVA WORK LOCATION.

Start Date	End Date	TVA Work Location
_____	_____	_____
_____	_____	_____

I hereby certify that the permanent residence address provided above is my Permanent Residence; that it is my legal residence in accordance with the laws of the state in which my permanent residence is located; that it is the Permanent Residence that I maintained prior to this temporary assignment or if acquired after the commencement of this temporary assignment replaces the Permanent Residence that I maintained prior to this assignment; that it is the Permanent Residence that I have historically maintained or if acquired after the commencement of this temporary assignment replaces the Permanent Residence that I have historically maintained; that I have not abandoned the residence; and that I plan to return to it after completion of my temporary assignment; and that in maintaining such Permanent Residence I am continuing to incur substantially all of the cost for upkeep and maintenance.

I certify that the property does not represent a dwelling maintained by me as a vacation home, or investment or commercial property, or other property held for the production of income, or treated by me as such for Federal income tax purposes. (I understand that the rental of a bona fide Permanent Residence for the sole purpose of security, care and preservation of the dwelling is acceptable, providing that the residence is not treated as property held for the production of income for Federal income tax purposes, and that such a rental will not render the dwelling ineligible as a Permanent Residence for the purpose of Temporary Living Allowance certification herein.)

I certify that the copy of the rental or lease agreement or mortgage payment agreement or (if the residence is owned by me free of mortgage) property deed and property tax records, attached hereto and initialed and dated by me, is a true and correct copy of the rental or lease agreement or mortgage payment agreement or property deed and property tax liability with respect to my Permanent Residence, and bear evidence of my current and ongoing obligation; and that such rental or lease agreement or mortgage payment agreement is, or in the case of property deed results from, an arm's length transaction under the law.

CHECK APPLICABLE BOX

☒ I certify that the following dependent family member(s) will continue to occupy my Permanent Residence;

[List Name(s)] _____

or

☐ I certify that I have actually occupied my Permanent Residence for a contiguous period of six (6) months during the thirty-six (36) months immediately preceding my assignment.

☐ Neither of the above. I request a waiver based on the attached explanation.

I certify that my Permanent Residence is located more than 75 radius miles from my TVA work location, and that I am not commuting from my Permanent Residence.

I certify that I have established a temporary (second) residence at the address provided above in the immediate vicinity of the TVA work location and that I will incur additional (substantial and bona fide) living expenses on the temporary (second) residence, and that if I am sharing the temporary residence with my spouse, my spouse is not receiving temporary living allowances or permanent residence relocation expense reimbursement with respect to the temporary residence from TVA, whether direct from TVA or on this or another contract or subcontract with TVA.

I certify that within the past three years neither I nor my spouse has received any permanent relocation reimbursement (either through current employer or any previous employer) for TVA work at this TVA site.

I understand that I must recertify eligibility if there are any changes which affect the validity and accuracy of the information provided herein, and I will immediately notify (Contractor) by submitting a revised certification. I also understand that I must recertify eligibility on an annual (anniversary) basis to continue to receive temporary living allowance payment.

I acknowledge that in addition to any statutory penalties which may be imposed, I agree to reimburse TVA, or Contractor as Contractor may direct, for any temporary living allowance payments made to me as a result of any false statement willfully and knowingly made herein. I will also reimburse TVA, or Contractor as Contractor may direct, for payments made to me for which I am not eligible as a result of my failure to notify (Contractor) of a change in the information provided herein which affects my eligibility for temporary living allowance payments.

I understand that TVA is an agency of the United States Government; that this certification is made to (Contractor) and TVA; and that I am subject to criminal prosecution under 18 U.S.C. § 1001 for any false statements contained herein.

Printed Name of Employee (or Subcontractor) _____

Employee No. (as applicable) _____

Signature _____

Subcontractor Name (as applicable) _____

Date _____

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person who executed the foregoing certification, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand, at office, this _____ day of _____, 20____. My commission expires on _____, 20____.

Notary Public

TVA Review Required ☐ YES ☐ NO. Attach TVA written-waiver if No.

Contractor Review/Approval _____

Date of Review _____

Effective Date of Temporary Relocation Certification _____

TVA Review _____

Date _____

CONTRACT NO.: 00074668

AMENDMENT NO.: 10

AMOUNT OF AMENDMENT: \$0

TOTAL CONTRACT AMOUNT: \$27,856,946

CONTRACT TERM: 02/06/2009 – 02/09/2011

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT (PROJECT)

This Amendment No. 10 to the Agreement between JACOBS ENGINEERING GROUP INC. (hereinafter called "Contractor" or "Jacobs"), and the TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"), effective December 21, 2009, is executed as of the dates stated herein.

WHEREAS, the parties have agreed to amend Contract No. 00074668 for the KIF Dredge Cell Incident Recovery Management Contract

NOW THEREFORE, the parties agree to amend the Contract as follows:

Contractor shall maintain a drug screening program for its employees and the employees of its subcontractors expected to perform work or actually performing work for more than 30-consecutive days or 90-cumulative days in any 180 calendar-day period on property owned, leased, or otherwise controlled by TVA in accordance with the Drug Testing for Non-Nuclear TVA Contract policy, Attachment A to this Amendment.

Except as hereby amended, all of the terms, conditions and provisions of the Contract are hereby affirmed and shall remain in full force and effect during the duration of the Contract.

IN WITNESS THEREOF, the parties have executed this Amendment as of the dates written below.

TENNESSEE VALLEY AUTHORITY

By Chet Lato
Title Site Procurement Manager
Date 8/10/10

JACOBS ENGINEERING GROUP INC.

By L. Madala
Title Vice President, Federal Operations
Date 7/27/10

ADDENDUM TO JACOBS Drug, Alcohol and Contraband Policy 5-303

Drug Testing for Non-Nuclear TVA Contract

In addition to the provisions covered under Public Law 100-690, the Drug-Free Workplace Act of 1988, Contractors shall implement and/or maintain a pre-access drug screening program for their employees and employees of their subcontractors expected to perform work or actually performing work for more than 30-consecutive calendar days or 90-cumulative days in any 180 calendar-day period on property owned, leased, or otherwise controlled by TVA. In the event that contractor/subcontractor employees are not initially expected to perform work for more than 30 days, but actually do perform work for more than 30 days, then drug testing must be conducted as soon as it is realized they will be performing work for more than 30 days. Contractors shall ensure negative drug test results before employees begin work.

Employees working on TVA property less than the above-specified amount of time but who will be performing safety-sensitive type functions must be pre-access drug tested.

Safety-sensitive positions are those positions in which the incumbent has the potential to cause immediate serious physical injury or harm to himself/herself or to the health and safety of TVA employees, contractors, visitors, property, or the general public. Safety-sensitive functions include but are not limited to:

- Carrying fire arms
- Working with explosives
- Working on or around energized or powered equipment
- Working at elevations
- Working in or around water
- Performing safety inspections
- Piloting, co-piloting, or maintaining aircraft
- Performing plant maintenance, modifications or operations
- Performing construction work

All employees working on TVA property are subject to TVA testing policy guidelines, which include the ability to conduct reasonable suspicion, post-accident, random, and return-to-duty/follow-up testing.

A contractor/subcontractor employee may only begin working on TVA property if one of the following conditions has been satisfied:

1. A negative result has been reported for the employee as a condition of employment with the Contractor or their subcontractor (for employees working on-site prior to contract modification).
2. A negative result has been reported for the employee for a drug test administered within 30 calendar days prior to or on the initial work date.
3. The employee had a documented negative drug screen within the last 60 days with a contractor and the contractor's drug testing program has been determined to be in compliance with TVA testing requirements.

4. The employee has been subject to a random drug testing program with a contractor whose drug testing program has been determined to be in compliance with TVA testing requirements.

Every attempt should be made to have the individual drug tested before beginning work on TVA property. However, in case of emergency the TVA Technical Contract Manager may approve drug testing to be done after the first day.

A random drug testing program must also be implemented and maintained for contractor employees and employees of their subcontractors who perform work at TVA for more than 30 calendar days and perform safety-sensitive type functions as defined above. Contractor's random drug testing program must include random testing of at least 25 percent of the contractor's employee population over a 12-month period. A copy of the contractor's program will be filed by Contractor with the TVA Commercial Contract Manager.

Contractor's drug screening program must meet the following drug testing standards:

TESTING PROCEDURES

Collections and specimen transport for all drug and alcohol screens must be conducted by certified collectors and follow proper chain-of-custody documentation.

1. Point-of-Collection (POC) Tests
 - a. POC urine drug screens must be conducted with FDA-approved testing devices.
 - b. All POC tests must be documented, including those with negative results.
 - c. Documentation for all negative results must be maintained for at least one year. Documentation for all non-negative results must be maintained for at least five years.
 - d. Non-negative results on initial screens must be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) testing at a SAMHSA-certified laboratory and review by an AAMRO- or ASAM-certified Medical Review Officer (MRO).
2. Laboratory-Based Testing
 - a. Laboratory-based urine drug testing must be conducted by laboratories certified by the Substance Abuse and Mental Health Service Administration (SAMHSA) to perform urine drug testing.
 - b. Non-negative results on initial screens must be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) testing at a SAMHSA-certified laboratory and review by an AAMRO- or ASAM-certified Medical Review Officer (MRO).
3. Alcohol Testing
 - a. Breath alcohol testing must be conducted in accordance with 49 CFR Part 40 and the Omnibus Transportation Employee Testing Act of 1991 of the federal regulations, which outlines specific requirements for testing devices, collection protocols, confirmatory testing, and documentation for contractors whose job requires a Commercial Driver's License (CDL).

4. All drug screens must test as a minimum for the following substances identified in 49 CFR 40.85 and 40.87 at the cutoff levels listed below:

Drug	Screening Limit (ng/ml)	Confirmation Limit (ng/ml)
Amphetamines	1000	500
Cocaine	300	150
Marijuana	50	15
Opiates	2000	2000
PCP	25	25

An individual providing a urine specimen that is negative and diluted may be required to provide another specimen under direct observation. A positive test result that is diluted will be considered a confirmed positive test.

The following are not medical explanations for a positive and shall not warrant in a negative test result:

- the use of hemp, coca leaf, or herbal products
- a physician's recommendation to use an illegal drug
- a prescription from a state in which marijuana is legal

TVA reserves its independent authority and discretion to prohibit and test for other drugs as defined above within the limits of applicable federal and state laws. Contractors who would like to perform drug screens over the minimum substances required must obtain approval from the TVA Commercial Contractor Manager.

Contractor shall provide semi-annual statistical reports to the TVA Contract Manager and Technical Contract Manager which includes but may not be limited to, the following information:

- Number of employees tested for drugs
- Number of drug tests deemed positive by the MRO
- Number of individuals refused to be tested
- Number of individuals tampering or attempting to tamper with a specimen
- Specific drugs that were positive

These standards do not exempt Contractor from complying with applicable Department of Transportation or any other federal or state drug and/or alcohol testing programs covering its employees.

Any Contractor employee whose initial test is non-negative must be removed from TVA property pending a confirmed negative test result in accordance with the procedures outlined above. Any Contractor employee who tests confirmed positive under a drug screening program established by the Contractor shall be immediately removed by the Contractor from work on TVA property and will not be assigned again to perform work or provide service under contract with TVA for a period of three years for a first positive drug test result and permanently for a second positive drug test result. A refusal to be tested, adulteration, substitution, tampering, attempting to tamper with, failure to cooperate in a timely manner, or otherwise attempting to subvert the testing process will cause the individual to be permanently barred from assignment to TVA sites and TVA employment.

Contractor is responsible for informing its employees of these requirements and to specify the consequences associated with substituting, adulterating, and/or otherwise tampering or attempting to tamper with a specimen and/or positive test results.

Contractor is also responsible for informing TVA Security of its employees or employees of their subcontractors who have violated the drug testing requirements. This must be done immediately upon testing confirmation utilizing TVA's Web Contractor Security System (WCSS)

The cost of preparing and administering (including recordkeeping) a drug screening program and the cost of employees' time to have test performed, laboratory expenses, and expenses of test review results by a MRO shall be a direct charge per the contract.

TVA shall have the right to audit all documentation and records describing and supporting Contractor's drug screening program, including the cost of the Contractor's drug screening program. All negative test results must be maintained for at least one year. All non-negative test results, including refusals to test, must be maintained for at least five years.

TVA and the Contractor agree that test results will be treated as confidential and disseminated only on a need- to-know basis. Tests results will not be released outside TVA and the Contractor without the written consent of the tested individual, except when necessary to defend an action in an administrative proceeding or court of law or otherwise required by a court of law.

Failure of the Contractor to comply with these drug screening requirements shall constitute a material breach of contract entitling TVA to suspend payments, terminate the contract, or take such action as may be in accordance with the law or the contract.

CONTRACT NO.: 00074668

AMENDMENT NO.: 11

AMOUNT OF AMENDMENT: \$0

TOTAL CONTRACT AMOUNT: \$27,856,946

CONTRACT TERM: 02/06/2009 – 02/09/2011

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT (PROJECT)

This Amendment No. 11 to the Agreement between JACOBS ENGINEERING GROUP INC. (hereinafter called "Contractor" or "Jacobs"), and the TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"), effective December 21, 2009, is executed as of the dates stated herein.

WHEREAS, the parties have agreed to amend Contract No. 00074668 for the KIF Dredge Cell Incident Recovery Management Contract

NOW THEREFORE, the parties agree to amend the Contract as follows:

This amendment revises Attachment A, Addendum to Jacobs Drug, Alcohol, and Contraband Policy, incorporated under Amendment No 10. Except as hereby amended, all of the terms, conditions and provisions of the Contract are hereby affirmed and shall remain in full force and effect during the duration of the Contract.

IN WITNESS THEREOF, the parties have executed this Amendment as of the dates written below.

TENNESSEE VALLEY AUTHORITY

By Pam Ward
Title Contract Manager
Date 1/4/11

JACOBS ENGINEERING GROUP INC.

By Steven D. Richardson
Title VP, Jacobs
Date 1/3/11

Tennessee Valley Authority Comprehensive Drug-Free Workplace Program

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Tennessee Valley Authority Comprehensive Drug-Free Workplace Program

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Tennessee Valley Authority Comprehensive Drug-Free Workplace Program

I. Introduction

A. Background

On September 15, 1986, President Reagan signed Executive Order 12564, establishing the goal of a Drug-Free Federal Workplace. The Order made it a condition of employment for all Federal employees to refrain from using illegal drugs on or off duty. In a letter to all executive branch employees dated October 4, 1986, the President reiterated his goal of ensuring a safe and drug-free workplace for all Federal workers.

The Executive Order recognized that illegal drug use is seriously impairing a portion of the national work force, resulting in the loss of billions of dollars each year. As the largest employer in the Nation, the Federal Government has a compelling proprietary interest in establishing reasonable conditions of employment. Prohibiting employee drug use is one such condition. The Tennessee Valley Authority (TVA) is concerned with the well-being of its employees, the successful accomplishment of agency missions, and the need to maintain employee productivity. The intent of the policy is to offer a helping hand to those who need it, while sending a clear message that any illegal drug use is, quite simply, incompatible with Federal service.

On July 11, 1987, Congress passed legislation affecting implementation of the Executive Order under Section 503 of the Supplemental Appropriations Act of 1987, Pub. L. 100-71, 101 Stat. 391, 468-471, codified at 5 U.S.C. §7301 note (1987), (hereafter, the "Act"), in an attempt to establish uniformity among Federal agencies' drug testing plans, reliable and accurate drug testing, employee access to drug testing records, confidentiality of drug test results, and centralized oversight of the Federal Government's drug testing program.*

The purpose of this Drug-Free Workplace Plan is to set forth objectives, policies, procedures, and implementation guidelines, to achieve a drug-free Federal workplace, consistent with the Executive Order and Section 503 of the Act.

B. Statement of Policy

Jacobs Engineering Group Inc., its subsidiaries and affiliated companies, recognizes its responsibility to employ all necessary measures to ensure a safe and healthful working environment for our employees, to protect and preserve our property and that of others, and to cooperate with our clients in our mutual efforts to provide safe and efficient operations while maintaining conditions conducive to attaining the highest possible work standards.

The Company prohibits the use, possession, distribution, or sale of any drug paraphernalia, "look-a-like" drugs, firearms, weapons, unauthorized explosives, stolen property, or other contraband while on Company business and/or at any job site or premises. Job sites and premises include all Company property, including Company-owned motor vehicles, Company quarters, Company parking lots, and any other

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location at which Company employees may work, including client job sites and premises.

If the Company suspects that an employee or on-site contractor is in possession of illegal drugs, alcohol, or contraband in violation of this Policy, the Company may request the individual to submit to a search of his or her person, personal effects, vehicles, lockers, baggage, and Company quarters. In addition, the Company may periodically conduct searches of individuals entering or leaving work sites at random. By entering into or being present at a job site, while on Company time, or representing the Company in any way, an individual is deemed to have consented to such searches. If an individual is asked to submit to a search, and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate.

Searches will be conducted by management personnel and may or may not be conducted in the presence of the person whose property or work area is searched. Any suspected contraband will be confiscated, and may be turned over to law enforcement as appropriate. The Company representative conducting the search will give any person whose property is confiscated a receipt for that property.

To fulfill its obligations under the Federal Drug-Free Workplace Act of 1988, the Company requires any employee working directly or indirectly on Federal Government Project who is convicted of any drug-related crime to notify the Company within (5) days of the conviction. The Company is required to notify the TVA with which it contracts within (10) working days of an employee's conviction on such charges.

The Company will impose discipline for employees convicted of any offense involving illegal drugs, up to and including dismissal from employment.

C. Nature, Frequency, and Type of Drug Testing to be Instituted

The Drug-Free Workplace Plan includes the following types of drug testing: (1) Applicant testing; (2) Random testing of those employees in sensitive positions that have been designated as testing designated positions; (3) Reasonable suspicion testing; (4) Accident or unsafe practice testing; and (5) Testing as part of or as a follow-up to counseling or rehabilitation.

The frequency of testing for random testing and follow-up testing is specified in Section VI. Jacobs reserves the right to increase or decrease the frequency of testing based on the Client's mission, need, availability of resources, and experience in the program, consistent with the duty to achieve a drug-free workplace.

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D. Drugs for Which Individuals Are Tested

Testing will be for the following drugs: Marijuana, Cocaine, Amphetamines, Opiates, and Phencyclidine (PCP).

Alcohol will be tested for reasonable suspicion, return-to-duty and follow-up.

Drug	Screening Limit (ng/ml)	Confirmation Limit (ng/ml)
Amphetamines	500	250
Cocaine	150	100
Marijuana	50	15
Opiates	2000	2000
PCP	25	25
Alcohol	0.02%	0.04%

An individual providing a urine specimen that is negative and diluted will be required to provide another specimen under direct observation. A confirmed positive test result that is diluted will be considered positive.

TVA reserves its independent authority and discretion to prohibit and test for other drugs. Testing for drugs over the minimum listed above must be approved by the TVA Commercial Contractor Manager.

Employees/Applicants will be notified if the Client desires to test for any other drug/s.

E. Scope

This program applies, without exception, to all employees working at a TVA site. Jacobs will confirm that all Subcontractors working at a TVA site will implement a Drug-Free Workplace policy that meets or exceeds the requirements of this program.

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II. Definitions

A. Applicant means any individual tentatively selected:

1. For employment; or
2. For a Testing Designated Position, and who has not, immediately prior to the selection, been subject to random testing.

A pre-access screening program is required for employees that are expected to perform work or actually performing work for more than 30-consecutive calendar days or 90-cumulative days in any 180 calendar-day period on property owned, leased, or otherwise controlled by TVA. In the event that employees are not initially expected to perform work for more than 30 days, but actually do perform work for more than 30 days, then pre-access drug testing must be performed as soon as it is realized they will be performing work for more than 30 days.

An employee may only begin working on TVA property if one of the following conditions has been satisfied:

1. A negative result has been reported for the employee as a condition of employment (for employees working on-site prior to contract modification);
2. A negative result has been reported for the employee for a drug test administered within 30 calendar days prior to or on the initial work date;
3. The employee had a documented negative drug screen within the last 60 days with a contractor and the contractor's drug testing program has been determined to be in compliance with TVA testing requirements.
4. The employee has been subject to a random drug testing program with a contractor whose drug testing program has been determined to be in compliance with TVA testing requirements.

B. Employee Assistance Program (EAP) means the counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

C. Employee Assistance Program Administrator means the individual responsible for ensuring the development, implementation and review of the agency EAP.

D. Employee Assistance Program Coordinator means the individual designated by the EAP Administrator to be responsible for implementing and operating the EAP. Employees may ask for an appointment with the EAP Coordinator assigned to your location, by contacting the appropriate Human Resources representative or the Occupational Health Services Department.

E. Medical Review Officer means the individual responsible for receiving laboratory results generated from the Jacobs Drug-Free Workplace Program who is a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.

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F. Illegal Drugs means a controlled substance included in Schedule I or II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

G. Random Testing means a system of drug testing imposed without individualized suspicion that a particular individual is using illegal drugs, and may either be:

1. Uniform--unannounced testing of testing designated employees occupying a specified area, element or position; or
2. A statistically random sampling of such employees based on a neutral criterion, such as an alpha list of employees assigned to the project.

H. Employees in Sensitive Positions means:

1. Safety-sensitive positions are those positions in which the employee has the potential to cause immediate serious physical injury or harm to him/her-self or to the health and safety of TVA employees, contractors, visitors, property, or the general public. Safety-sensitive functions include but are not limited to the following:

- Carrying fire arms
- Working with explosives
- Working on or around energized or powered equipment
- Working at elevations
- Working in or around water
- Performing safety inspections
- Piloting, co-piloting, or maintaining aircraft
- Performing plant maintenance, modifications, or operations
- Performing construction work

2. All employees working on TVA property are subject to TVA testing policy guidelines, which include the ability to conduct reasonable suspicion, post-accident, random and return-to-duty/follow-up testing.

I. Supervisor means an employee having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove other employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

J. Testing Designated Positions (TDP) means employment positions which have been designated for random testing under Section VI (B) of this plan.

K. Verified Positive Test Result means a test result that was positive on an initial FDA-approved immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay, and reviewed and verified by the Medical Review Officer in accordance with this plan and the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

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III. Employee Assistance Programs

A. Function

The Jacobs EAP plays an important role in preventing and resolving employee drug use by: demonstrating the company's commitment to eliminating illegal drug use; providing employees an opportunity, with appropriate assistance, to discontinue their drug use; providing educational materials to supervisors and employees on drug use issues; assisting supervisors in confronting employees who have performance and/or conduct problems and making referrals to appropriate treatment and rehabilitative facilities; and follow-up with individuals during the rehabilitation period to track their progress and encourage successful completion of the program. The EAP, however, shall not be involved in the collection of urine samples or the initial reporting of test results. Specifically, the EAP shall--

1. Provide counseling and assistance to employees who self-refer for treatment or whose drug tests have been verified positive, and monitor the employees' progress through treatment and rehabilitation;
2. Provide needed education and training to all employees on types and effects of drugs, symptoms of drug use and its impact on performance and conduct, relationship of the EAP to drug testing, and related treatment, rehabilitation, and confidentiality issues;
3. Ensure that confidentiality of test results and related medical treatment and rehabilitation records is maintained in accordance with Section XI.

B. Referral and Availability

The Company encourages employees who believe they have a problem with alcohol or drugs, legal or illegal, to seek assistance. The Company offers employees access to its Employee Assistance Program (EAP), which can offer referral to appropriate services and rehabilitation programs that emphasize education, prevention, counseling, and treatment.

C. Leave Allowance

Employees may be eligible for a leave of absence to participate in EAP and/or a rehabilitation program. Employees may ask for an appointment with the EAP Coordinator assigned to your location, in writing or in person, by contacting the appropriate Human Resources representative or the Occupational Health Services Department.

D. Records and Confidentiality

Each request for assistance will be treated as confidential, and only those persons with a "need to know" will be informed of an employee's request. All EAP operations shall be confidential in accordance with Section XIV of this plan relating to records and confidentiality.

Although requests for assistance are confidential, entering such a program cannot absolve nor protect employees from the consequences of substandard work performance or policy

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violations. Therefore, it is the responsibility of each employee to seek assistance before the employee's alcohol or drug abuse problems lead to a violation of this or another Company policy justifying disciplinary action.

E. Structure

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action against the employee, although the employee may be transferred, given work restrictions, or placed on leave, as the Company deems appropriate, while the employee seeks assistance and/or until the employee is alcohol and/or drug free. An employee's decision to seek assistance under this policy will be considered voluntary only if the employee seeks assistance prior to being found in violation of this policy or being asked to take an alcohol and/or drug test.

Regardless of how an employee determines to seek assistance, a failure to successfully complete a recommended course of treatment to the Company's satisfaction will be grounds for termination.

All employees returning to employment following rehabilitation will be required to sign a Return-to-Work Agreement, which will include:

- An agreement that the employee will continue to participate in any follow-up treatment and/or counseling recommended by the treatment provider, to the provider and the Company's satisfaction;
- A requirement that the employee submit to unannounced follow-up testing, for a period of up to two (2) years as recommended by the employee's rehabilitation provider, to encourage and insure the employee remains alcohol and/or drug free;
- An agreement that a refusal to submit or a positive alcohol and/or drug test during this period shall be grounds for immediate dismissal; and
- An agreement that the employee understands that s/he must maintain an acceptable attendance and performance record, and must comply with all other Company policies at all times.

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IV. Special Duties and Responsibilities

A. Drug Program Coordinator

The Jacobs Occupational Health Services Department shall have a Drug Program Coordinator assigned to carry out the purposes of this plan. The Drug Program Coordinator shall be responsible for implementing, directing, administering, and managing the drug program within the company. The Drug Program Coordinator shall serve as the principal contact with the laboratory and for collection activities in assuring the effective operation of the testing portion of the program. In carrying out his responsibilities, the Drug Program Coordinator shall, among other duties:

1. Arrange for all testing authorized under this plan;
2. Ensure that all employees subject to random testing receive individual notice as described in Section VII(B) of this plan, prior to implementation of the program, and that such employees return a signed acknowledgment of receipt form;
3. Document, through written inspection reports, all results of laboratory inspections conducted;
4. Coordinate with and report to the Client (if requested) on Drug Program Coordinator activities and findings that may affect the reliability or accuracy of laboratory results;
5. In coordination with the EAP Administrator, publicize and disseminate drug program educational materials, and oversee training and education sessions regarding drug use and rehabilitation; and
6. Receive verified positive test results from the Medical Review Officer.

B. Medical Review Officer

The Medical Review Officer shall, among other duties:

1. Receive all laboratory test results;
2. Assure that an individual who has tested positive has been afforded an opportunity to discuss the test result in accordance with Section X (D) of this plan;
3. Consistent with confidentiality requirements, refer written determinations regarding all verified positive test results to the Jacobs Occupational Health Services Department, including a positive drug test result form indicating that the positive result has been verified, together with all relevant documentation and a summary of findings;
4. Confirm with the Jacobs Occupational Health Services Department whether an individual who has been tentatively selected for employment with the company has obtained a verified positive test result.

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V. Finding of Drug Use and Disciplinary Consequences

A. Determination

An employee may be found to use illegal drugs on the basis of any appropriate evidence including, but not limited to:

1. Direct observation;
2. Evidence obtained from an arrest or criminal conviction;
3. A verified positive test result; or
4. An employee's voluntary admission.

B. Mandatory Administrative Actions

Any violations of this policy must be immediately reported to TVA Security utilizing TVA's Web Contractor Security System (WCSS).

1. Applicant

The Company will decline to extend a final offer of employment to any applicant with a verified positive test result, and such applicant may not reapply for a period of three years for a first positive drug test result and permanently for a second positive drug test result.

A refusal to be tested, adulteration, substitution, tampering, attempting to tamper with, failure to cooperate in a timely manner, or otherwise attempting to subvert the testing process will cause the individual to be permanently barred from assignment to TVA sites and TVA employment.

2. Employee

An employee whose initial test is non-negative must be removed from TVA property pending confirmed negative test result. An employee shall be removed immediately from work on TVA property following a confirmed positive test result or for violating any of the provisions outlined in this procedure. Such employees will not be assigned again to perform services under contract with TVA for a period of three years for a first time positive drug test result and permanently for a second positive drug test result.

A refusal to be tested, adulteration, substitution, tampering, attempting to tamper with, failure to cooperate in a timely manner, or otherwise attempting to subvert the testing process will cause the individual to be permanently barred from assignment to TVA sites and TVA employment.

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C. Refusal to Take Drug Test When Required

An employee who refuses to be tested when so required will be subject to the full range of disciplinary action, including dismissal. No applicant who refuses to be tested shall be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.

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VI. Random Testing

A. Sensitive Positions Designated for Random Testing

Random testing is required for all Testing Designated Positions. The company has determined that all positions under (TVA) contract are testing designated positions subject to random testing.

Programs developed under this part shall provide for random testing at a rate equal to 25% of the total number of employees in testing designated positions for each 12 month period.

B. Determining the Testing Designated Position

Safety-sensitive positions are those positions in which the employee has the potential to cause immediate serious physical injury or harm to him/her-self or to the health and safety of TVA employees, contractors, visitors, property, or the general public.

Among the factors the company has considered in designating a Testing Designated Position, is the extent to which the Client:

1. Considers its mission inconsistent with illegal drug use;
2. Must foster public trust by preserving employee reputation for integrity, honesty and responsibility;
3. Has national security responsibilities;
4. Has positions which:
 - Carrying fire arms
 - Working with explosives
 - Working on or around energized or powered equipment
 - Working at elevations
 - Working in or around water
 - Performing safety inspections
 - Piloting, co-piloting, or maintaining aircraft
 - Performing plant maintenance, modifications, or operations
 - Performing construction work

These positions are characterized by critical safety or security responsibilities as related to the mission of the client. The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life and property, law enforcement, or national security. These positions are identified for random testing because they require the highest degree of trust and confidence.

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C. Implementing Random Testing

In implementing the program of random testing the Drug Program Coordinator shall:

- A. Ensure that the means of random selection remains confidential; and
- B. Evaluate periodically whether the numbers of employees tested and the frequency with which those tests will be administered satisfy the company's duty to achieve a drug-free work force.

D. Notification of Selection

An individual selected for random testing, and the individual's first-line supervisor, shall be notified the same day the test is scheduled, preferably, within two hours of the scheduled testing. The supervisor shall explain to the employee that the employee is under no suspicion of taking drugs and that the employee's name was selected randomly.

E. Deferral of Testing

An employee selected for random drug testing may obtain a deferral of testing if the employee's first-line and higher-level supervisors concur that a compelling need necessitates a deferral on the grounds that the employee is:

1. In a leave status (sick, annual, administrative, or leave without pay); or
2. In official travel status away from the test site or is about to embark on official travel scheduled prior to testing notification.

An employee whose random drug test is deferred will be tested when they return to work.

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VII. Reasonable Suspicion Testing

A. Grounds

Reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
4. Information provided either by reliable and credible sources or independently corroborated; or
5. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

B. Procedures

If an employee is suspected of using illegal drugs or alcohol, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion. Supervisors must have a higher level supervisor review their finding that a reasonable suspicion of illegal drug use exists.

When higher-level concurrence of a reasonable suspicion determination has been made, the appropriate supervisor will promptly prepare a written report detailing the circumstances which formed the basis to warrant the testing. This report should include the appropriate dates and times of reported drug related incidents, reliable/credible sources of information, rationale leading to the test, and the action taken.

The employee shall be escorted and/or transported to a collection facility for immediate sample collection.

C. Obtaining the Sample

The employee shall be asked to provide the urine sample under observation in accordance with the criteria in Section X (B).

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VIII. Applicant Testing

A. Objectives

To maintain the high professional standards of the workforce, it is imperative that individuals who use illegal drugs be screened out during the initial employment process before they are placed on the employment rolls. This procedure will have a positive effect on reducing instances of illegal drug use by employees working on TVA property, and will provide for a safer work environment. For these reasons, drug testing shall be required of all applicants as defined in Section II.

B. Procedures

The Drug Program Coordinator shall direct applicants to an appropriate collection facility. The drug test must be undertaken as soon after notification as possible, and no later than 48 hours after notice to the applicant.

Collections and specimen transport for all drug and alcohol screens must be conducted by certified collectors and breath alcohol technicians and follow proper chain-of-custody procedure.

1. Point-of-Collection Testing (POCT)

- a. POCT urine drug screens must be conducted with FDA-approved testing devices.
- b. All POCT tests must be documented, including those with negative results.
- c. Documentation for all negative results must be maintained for at least one year. Documentation for all non-negative results must be maintained for at least five years.
- d. Non-negative results must be confirmed by Gas Chromatography /Mass Spectrometry (GC/MS) testing at a SAMHSA certified laboratory, results must be reviewed by a certified Medical Review Officer (MRO) as described in Section XIII (D).

2. Laboratory Based Testing

- a. Urine drug test collections must be conducted in accordance with 49 CFR parts 40 of the federal regulations, which outline specific collector training requirements and collection procedure.
- b. Laboratory based urine drug testing must be conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- c. Non-negative results must be confirmed by Gas Chromatography /Mass Spectrometry (GC/MS) testing at a SAMHSA certified laboratory, results must be reviewed by a certified Medical Review Officer (MRO) as described in Section XIII (D).

3. Alcohol Testing

- a. Breath alcohol testing must be conducted in accordance with 49 CFR parts 40 of the federal regulations, which outlines specific requirements for technician training, testing devices, collection procedure, confirmatory testing, and documentation for employees whose job requires a Commercial Drivers License (CDL).

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Applicants shall be advised of the opportunity to submit medical documentation that may support a legitimate use for a specific drug and that such information will be reviewed only by the Medical Review Officer to determine whether the individual is licitly using an otherwise illegal drug.

C. Consequences

The Company will decline to extend a final offer of employment to any applicant with a verified positive test result, and such applicant may not reapply for a period of three years for a first positive drug test result and permanently for a second positive drug test result.

A refusal to be tested, adulteration, substitution, tampering, attempting to tamper with, failure to cooperate in a timely manner, or otherwise attempting to subvert the testing process will cause the individual to be permanently barred from assignment to TVA sites and TVA employment.

Any violations of this policy must be immediately reported to TVA Security utilizing TVA's Web Contractor Security System (WCSS).

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IX. Additional Types of Drug Testing

A. Accident or Unsafe Practice Testing

The Company is committed to providing a safe and secure work environment. Employees involved in on-the-job accidents or who engage in unsafe on-duty job-related activities that pose a danger to others or the overall operation of the TVA may be subject to testing. Based on the circumstances of the accident or unsafe act:

The Company may ask employees who are involved in a workplace incident which results, or could have resulted in an injury to any person requiring medical attention (other than first-aid), and/or property damage, to submit to post incident tests for alcohol and/or drugs as part of the investigation of any such incident.

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X. Test Procedures in General

A. Mandatory Guidelines for Federal Workplace Drug Testing

The Company shall adhere to the Mandatory Guidelines for Federal Workplace Drug Testing Programs promulgated by the Department of Health and Human Services consistent with the authority granted by Executive Order 12564, and to the requirements of Section 503 of the Act. The Company's drug testing component shall have professionally trained collection personnel, quality assurance requirements for urinalysis procedures, and strict confidentiality requirements.

B. Privacy Assured

Any individual subject to testing under this plan shall be permitted to provide urine specimens in private and in a rest room stall or similar enclosure so that the employee is not observed while providing the sample. Collection site personnel of the same gender as the individual tested, however, may observe the individual provide the urine specimen when such personnel have reason to believe the individual may alter or substitute the specimen to be provided. Collection site personnel may have reason to believe that a particular individual may alter or substitute the specimen to be provided when:

1. The individual:
 - a. Is being tested pursuant to Section VII relating to reasonable suspicion testing;
 - b. Has previously been found by the Company to be an illegal drug user; or
 - c. Has previously tampered with a sample; or
2. Facts and circumstances suggest that the individual:
 - a. Is an illegal drug user;
 - b. Is under the influence of drugs at the time of the test; or
 - c. Has equipment or implements capable of tampering with or altering urine samples; or
3. The specimen:
 - a. Has a temperature outside the range of 32.5-37.7 degrees C / 90.5-99.8 degrees F; or
 - b. Shows signs of contaminants.

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C. Failure to Appear for Testing

Failure to appear for testing without a deferral will be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. If an individual fails to appear at the collection site at the assigned time, the collector shall contact the Drug Program Coordinator to obtain guidance on action to be taken.

D. Opportunity to Justify a Positive Test Result

When a confirmed positive result has been returned by the laboratory, the Medical Review Officer shall perform the duties set forth in the Mandatory Guidelines. For example, the Medical Review Officer may choose to conduct employee medical interviews, review employee medical history, or review any other relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Evidence to justify a positive result may include, but is not limited to:

1. A valid prescription; or
2. Verification from the individual's physician verifying a valid prescription.

Individuals are not entitled, however, to present evidence to the Medical Review Officer in a trial-type administrative proceeding, although the Medical Review Officer has the discretion to accept evidence in any manner the Medical Review Officer deems most efficient or necessary. If the Medical Review Officer determines there is no justification for the positive result, such result will then be considered a verified positive test result.

E. Consequences

An employee whose initial test is non-negative must be removed from TVA property pending confirmed negative test result. An employee shall be removed immediately from work on TVA property following a confirmed positive test result or for violating any of the provisions outlined in this procedure. Such employees will not be assigned again to perform services under contract with TVA for a period of three years for a first time positive drug test result and permanently for a second positive drug test result.

A refusal to be tested, adulteration, substitution, tampering, attempting to tamper with, failure to cooperate in a timely manner, or otherwise attempting to subvert the testing process will cause the individual to be permanently barred from assignment to TVA sites and TVA employment.

Any violations of this policy must be immediately reported to TVA Security utilizing TVA's Web Contractor Security System (WCSS).

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XI. Records and Reports

A. Confidentiality of Test Results

The laboratory may disclose laboratory test results only to the Medical Review Officer or the staff of the Medical Review Officer. Any positive result which the Medical Review Officer justifies by acceptable and appropriate medical or scientific documentation to account for the result as other than the intentional ingestion of an illegal drug will be treated as a negative test result and may not be released for purposes of identifying illegal drug use. Test results will be protected under the provisions of the Privacy Act, 5 U.S.C. §552a, et seq. and Section 503(e) of the Act, and may not be released in violation of either Act. The Medical Review Officer may maintain only those records necessary for compliance with this order. Any records of the Medical Review Officer, including drug test results, may be released to any management official for purposes of auditing the activities of the Medical Review Officer, except that the disclosure of the results of any audit may not include personal identifying information on any employee.

B. Employee Access to Records

Any employee who is the subject of a drug test shall, upon written request, have access to any records relating to their drug test.

C. Confidentiality of Records in General

All drug test information specifically relating to individuals is confidential and should be treated as such by anyone authorized to review or compile program records. Results will be reported to individuals on a need-to-know basis. In order to efficiently implement this order and to make information readily retrievable, the Drug Program Coordinator shall maintain all records relating to reasonable suspicion testing, suspicion of tampering with evidence, and any other authorized documentation necessary to implement this order.

All records and information of the personnel actions taken on employees with verified positive test results should be forwarded to the Jacobs Occupational Health Services Department. Such shall remain confidential, with only authorized individuals who have a "need-to-know" having access to them.

Test results will not be released outside of the Company and TVA without the written consent of the tested individual, except when necessary to defend an action in administrative proceeding or court of law or otherwise required by a court of law.

D. Employee Assistance Program Records

The EAP Administrator shall maintain only those records necessary to comply with this order. After the Company refers an employee to an EAP, the EAP will maintain all records necessary to carry out its duties. All medical and/or rehabilitation records concerning the employee's drug abuse, including EAP records of the identity, diagnosis, prognosis, or treatment are confidential and may be disclosed only as authorized by 42 CFR Part 2, including the provision of written consent by the employee. With written consent, the patient may authorize the disclosure of those records to the patient's employer for verification of treatment or for a general evaluation of

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treatment progress. (42 CFR. §2.1 et seq. (1986), revised regulations promulgated at 52 FR 21796, June 9, 1987).

E. Maintenance of Records

TVA shall have the right to audit all documentation and records describing and supporting the Company drug screening program, including the costs associated with the management of the program. All negative test results must be maintained for at least one year. All non-negative test results, including refusals to test, must be maintained for at least five years.

F. Statistical Information

The Drug Program Coordinator shall provide semi-annual statistical reports to the TVA Contract Manager and Technical Contract Manager which includes but may not be limited to the following:

1. Number of employees tested
2. Number of drug tests deemed positive by the MRO
3. Number of individuals refused to be tested
4. Number of individuals tampering or attempting to tamper with a specimen
5. Specific drugs that were positive

CONTRACT NO.: 00074668
AMENDMENT NO: 12
TOTAL CONTRACT AMOUNT:
\$27,856,946
CONTRACT TERM: 02/06/2009 –
02/09/2011

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 12, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective November 22, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

Agree to reimburse Skip Thomas for the cost of mileage to travel home once per month for 12 months at the TVA current published mileage rate effective each month.

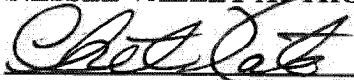
Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By



By



Title

Site Procurement Manager

Title

Vice President, Jacobs

Date November 22, 2010

Date November 22, 2010

CONTRACT NO.:	00074668	
AMENDMENT NO.:	13	
CONTRACT AMOUNT:	\$40,856,287	
CONTRACT TERM:	02/06/2009	through 02/09/2012

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 13, effective December 15th, 2010, by and between **JACOBS ENGINEERING GROUP INC.** hereinafter called "Contractor" or "Jacobs") and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA");

IN CONSIDERATION of the mutual covenants hereinafter contained, the parties agree that the Contract shall be, and hereby is, amended as follows:

- The Contract Monetary Limitation, as set forth in the Contract, is hereby increased by \$13,000,000 for a total Contract Monetary Limitation of \$40,856,287. Contractor expressly understands and agrees that TVA shall not be liable for any amounts in excess of this monetary limit except pursuant to a fully executed supplement to the contract.
- The Contract Term shall be extended through February 9, 2012

Except as hereby amended, all terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties herein have caused this supplement to be executed by their duly authorized officials.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP, INC.

By D. S. Jones

By Steven D. Hubbard

Title Contract Manager

Title VP, Jacobs

Date December 15, 2010

Date 12/24/10

CONTRACT NO.: 00074668
AMENDMENT NO: 14
TOTAL CONTRACT AMOUNT: \$40,856.287
CONTRACT TERM: 02/06/2009 - 02/09/2012

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 14, to the Agreement between JACOBS ENGINEERING GROUP INC. (hereinafter called "Contractor" or "Jacobs"), and the TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"); effective March 10th, 2011, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

1. Under GENERAL CONDITIONS, revise the TVA AND CONTRACTOR REPRESENTATIVES clause to read as follows:

TVA AND CONTRACTOR REPRESENTATIVES:

The Contracting Officer (Louis Smythe) is TVA's duly authorized representative for all purposes until otherwise stated. No changes shall be made without written consent of the Contracting Officer. Unless otherwise provided, Contractor shall furnish all correspondence regarding this contract to the Contracting Officer.

The Contracting Officer may designate a Technical Contracting Manager (TCM). The TCM will act for TVA in regard to all technical matters under the contract but has no authority to modify the contract or to issue direction contrary to the contract. Communications, technical documents, samples, etc., relative to all technical matters should be directed to the TCM. The TCM shall be Kathryn Nash.

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By

Louis A. Smythe
Louis A. Smythe

By

Steven D. Richardson

Title

Contract Manager

Title

VP, Jacobs

Date March 10, 2011

Date March 10, 2011

CONTRACT NO.: 00074668
AMENDMENT NO: 15
TOTAL CONTRACT AMOUNT: \$40,856,287
CONTRACT TERM: 02/06/2009 - 02/09/2012

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 15, to the Agreement between JACOBS ENGINEERING GROUP INC. (hereinafter called "Contractor" or "Jacobs"), and the TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"); effective June 21, 2011, is executed as of the dates stated herein.



WHEREAS the parties have agreed to amend Contract No. 00074668 (Contract) for application to a specific scope of work as described below.

NOW THEREFORE, the Parties agree to amend the Contract as follows:

This Contract is hereby amended to provide that none of Contractor's personnel, including but not limited to its employees, agents, subsidiaries, affiliates or contractors, that have performed work associated with the development of the Scope of Work for TVA's Embayment Restoration/Green Space Development Project at the Kingston Fossil Plant located in Roane County, Tennessee, shall participate in any manner in the preparation or evaluation of and/or submission of any offer or bid in response to a Request For Proposal issued by TVA for the performance of the Embayment Restoration/Green Space Development Project, so that an organizational conflict of interest will not arise. If requested in writing by TVA, Contractor agrees to provide a written certification of its compliance with the requirements of this provision.

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY		JACOBS ENGINEERING GROUP INC.	
By		By	
Title	Contract Manager	Title	Vice President
Date	6/21/11	Date	6/21/11

CONTRACT NO.: 00074668
AMENDMENT NO: 16
AMENDMENT VALUE: \$0.00
NEW TOTAL CONTRACT VALUE: \$40,856,287.00
CONTRACT TERM: 02/06/2009 - 02/29/2012

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT NO. 16, to the Agreement between JACOBS ENGINEERING GROUP INC. (hereinafter called "Contractor" or "Jacobs"), and the TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"); effective February 7, 2012, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

This Contract Amendment is issued to extend the Contract Term through February 29, 2012.

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY		JACOBS ENGINEERING GROUP INC.	
By	<u>Louis A. Smythe</u>	By	<u>Steven D. Richardson</u>
Title	Project Manager	Title	Vice President
Date	<u>2/7/2012</u>	Date	<u>2/7/2012</u>

CONTRACT NO.: 0074668
AMENDMENT NO: 17
AMENDMENT VALUE: \$10,230,592
NEW TOTAL CONTRACT VALUE: \$51,086,879
CONTRACT TERM: 02/06/2009 - 02/09/2013

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This **AMENDMENT NO. 17**, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective February 29, 2012, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

I. The contract Monetary Limitation, as set forth in the Contract, is hereby increased by \$10,230,592 for a total Contract Monetary Limitation of \$51,086,879. Contractor expressly understands and agrees that TVA shall not be liable for any amounts in excess of this monetary limit except pursuant to a fully executed supplement to this contract.

II. The Contract Term shall be extended through February 9, 2013

III. Under GENERAL CONDITIONS, additional and revised clauses are incorporated as follows:

Audit Rights – (Revised)

- a. Contractor shall keep accurate records and books of accounts showing the items and costs billed under this Contract, as well as cost data supporting the Contract proposal and/or other representations, including detailed supporting cost data for assumptions and calculation of indirect cost rates specified in the Contract. Upon reasonable notice, TVA, its agents, or the United States General Accounting Office shall have the right to audit without restrictions and at no additional cost to TVA, at any time during normal working hours, the items and costs described above, including, without limitation, all fees and direct and indirect costs incurred by Contractor and billed to TVA, including billings to others, to verify the rates and costs billed to TVA hereunder are as represented by Contractor. Contractor shall also maintain nonfinancial documentation and records related to work hereunder but not delivered to TVA.

- b. **Availability of Records.** Contractor shall preserve and make available its records and books of accounts, both manual and those which are in machine readable form, for a period of 3 years from the date of final payment under this Contract. If this Contract is terminated, said records shall be preserved and made available for a period of 3 years from the date of any resulting final settlement. Records and books of accounts, which relate to litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by TVA, shall be retained until such appeals, litigations, claims, or exceptions have been disposed of.
- c. **Errors/Irregularities.** In the event Contractor errors/irregularities are discovered by audit or other means, and TVA relied upon such errors/irregularities in accepting the rates, said rates shall be adjusted accordingly, with such adjustment retroactive to the effective dates of the Contract and applicable amounts refunded to TVA.
- d. **Overpayments.** Any payments to Contractor which are not in accordance with Contract terms or are not supported by Contractor books, records, documents, or other valid evidence shall also be refunded to TVA.
- e. **Misrepresentation of Cost or Pricing Data.** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract, was increased by any significant amount because Contractor or a subcontractor misrepresented cost or pricing data in negotiations, the price or cost shall be reduced accordingly. This provision also applies to any future supplement or modification to this Contract which involves the submission of cost or pricing data. The knowing misrepresentation of cost or pricing data by contractor shall be considered a material breach of this Contract.
- f. **Special and Consequential Damages.** If as a result of an audit TVA determines Contractor's overcharges exceed ten percent of charges submitted during the audit period, or if Contractor knowingly submits overcharges or misrepresents cost or pricing data in any amount, Contractor agrees to reimburse TVA both the amount of the overcharges plus special and consequential damages. This includes, but is not limited to, costs associated with the discovery and determination of the amount of those overcharges, the discovery of misrepresented cost or pricing data, and the quantification of any overcharges resulting there from. TVA and Contractor agree that the amount of such special and consequential damages shall not exceed twenty-five percent of the amount of overcharges and/or the amount of overcharges resulting from misrepresented cost or pricing data.
- g. **Interest on Overpayments.** If TVA makes an overpayment to Contractor as a result of Contractor over billings, Contractor shall be liable to TVA for interest on the amount of such overpayment, to be computed (1) for the period beginning on the date the overpayment was made to Contractor and ending on the date Contractor repays the amount of such overpayment to TVA, and (2) at the rate or rates identified in the Prompt Payment Act.
- h. **Statistical Sampling.** TVA may use statistical sampling methods to determine an estimate of the total amount, if any, of TVA overpayments or underpayments to Contractor.
- i. **Subcontracts.** Contractor shall include the requirements of this section in each subcontract hereunder.
- j. **Electronic file.** Contractor is required to submit a detailed electronic billing file to the Office of the Inspector General (OIG) for audit purposes. This electronic file shall be submitted in conjunction with the billing cycle but is separate from the weekly electronic invoice submission for payment and is in more detail. Contractor shall provide this audit file at no additional cost to TVA.

- k. The following data file layout is an example. Each billing transaction represents a "record," and should contain the invoice number. The data base structure should include the field names and the length for each field. Also, if possible, code the fields using numbers instead of the actual name or label, e.g., 3 = 'engineer,' 15 = 'painter.'

FIELD	DESCRIPTION
JOB NUMBER	IF APPLICABLE
PROJECT AUTHORIZATION NUMBER	IF APPLICABLE
INVOICE NUMBER	CONTRACTOR'S INVOICE NUMBER
INVOICE DATE	INVOICE ISSUED DATE
TASK NUMBER	TVA'S TASK NUMBER
COST TYPE CODE	IDENTIFIES COST AS LABOR, NON-LABOR
STATUS CODE	IDENTIFIES IF AN EMPLOYEE IS CRAFT LABOR, NON-MANUAL, HOME OFFICE PERSONNEL, SITE PERSONNEL, ETC. THIS CODE WILL DEPEND ON HOW THE CONTRACT IS WRITTEN AND HOW THE RATE AND LABOR MARK-UPS ARE SCHEDULED.
EMPLOYEE ID	EMPLOYEE NO. OR BADGE NO.
LAST NAME	EMPLOYEE FULL NAME
FIRST NAME	
MIDDLE INITIAL	
JOB TITLE	SENIOR ENGINEER, PAINTER, ETC. - (REPRESENTED BY NUMBER CODE)
GRADE	SALARY GRADE LEVEL OF EMPLOYEE: E.G., 27 = 'GRADE 27,' 1 = 'JOURNEYMAN,' ETC.
ST HOURS	STRAIGHT-TIME HOURS
OT HOURS	OVERTIME HOURS
PT HOURS	PREMIUM-TIME HOURS
BASE-SALARY	EMPLOYEE'S BASE PAYROLL SALARY
ST-COST	STRAIGHT-TIME SALARY COSTS
OT-COST	REGULAR OVERTIME SALARY COSTS
PT-COST	PREMIUM TIME SALARY COSTS
WORK DATE	DATE OF ACTUAL WORK
P/E DATE	WORK PERIOD ENDING DATE
FRINGES	FRINGE BENEFITS COSTS AS DESCRIBED IN THE CONTRACT
O/H COST	OVERHEAD COSTS AS DESCRIBED IN THE CONTRACT
G&A EXPENSES	GENERAL & ADMINISTRATIVE EXPENSES AS DESCRIBED IN THE CONTRACT
TAXES	FICA, SUI, FUI
TRAVEL	TRANSPORTATION, LODGING, AND MEALS
PER DIEM	AS DESCRIBED IN THE CONTRACT
RELOCATION COSTS	AS DESCRIBED IN THE CONTRACT
TEMPORARY LIVING EXPENSES	AS DESCRIBED IN THE CONTRACT
PROJECT INDIRECTS	AS DESCRIBED IN THE CONTRACT
ADP COSTS	AS DESCRIBED IN THE CONTRACT
INSURANCE COSTS	AS DESCRIBED IN THE CONTRACT
SUBCONTRACTOR COSTS	AS DESCRIBED IN THE CONTRACT
MATERIAL COSTS	AS DESCRIBED IN THE CONTRACT
FEE COSTS	USE FOR ALL TYPES OF FEES. IF MORE THAN ONE TYPE OF FEE EXISTS, THEN USE 'FEE1,' 'FEE2' FIELDS.
ANY OTHER COSTS	USE FOR ANY OTHER TYPE OF COSTS NOT ITEMIZED ABOVE.

Compliance Agreement and Consent Decree (New)

1. TVA is required by that certain Federal Facilities Compliance Agreement (FFCA) between TVA and the United States Environmental Protection Agency and by that certain Consent Decree (CD) between TVA and various parties to provide a copy of the FFCA and CD to all vendors, suppliers, consultants, contractors, agents, and any other company or other organization retained to perform any of the work required by the FFCA and CD. The FFCA and CD are available at <http://supplier.tva.gov/ReferencedClauses.html>. By entering into this Contract or performing work thereunder, Contractor hereby acknowledges receipt of a copy of the FFCA and CD and acknowledges providing a copy of each of the FFCA and CD to its subcontractors.

Business Ethics and Compliance Requirements (New)

Definitions as used in this Section

1. "Agent" means any individual, including a director, officer, employee, or an independent contractor authorized to act on behalf of the organization.
2. "Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).
3. "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
4. "Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

Code of Business Ethics and Conduct

1. Within 30 days after Contract award, unless TVA's Contracting Officer establishes a longer time period in writing, Contractor shall (i) have a written code of business ethics and conduct; and (ii) make a copy of the code available to each employee engaged in performance of this Contract.
2. Contractor shall (i) exercise due diligence to prevent and detect criminal conduct; and (ii) otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

Disclosure Requirements

1. Contractor shall timely disclose, in writing, to TVA's Office of Inspector General, with a copy to TVA's Contracting Officer, whenever, in connection with the award, performance, or closeout of this Contract or any subcontract thereunder, Contractor has credible evidence that a principal, employee, agent, or subcontractor of Contractor has committed (i) a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code; or (ii) a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733); provided that if Contractor has credible evidence that TVA's Contracting Officer is implicated in such violation of Federal criminal law, the written disclosure shall be made to TVA's Office of Inspector General, with a copy to TVA's Vice President, Procurement .
2. TVA, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to Contractor's disclosure as confidential where Contractor has marked the information as "confidential", "proprietary", "sensitive", or with words of similar meaning and effect. To the extent permitted by law and regulation, such information will not be released by TVA to the public pursuant to a Freedom of Information Act request, 5 U.S.C. § 552, without prior notification to Contractor. TVA may transfer documents provided by Contractor to any department or agency

within the Executive Branch if the information relates to matters within the organization's jurisdiction.

Nothing in this section shall be construed as (i) requiring Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; (ii) requiring any officer, director, owner, or employee of Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; (iii) restricting Contractor from conducting an internal investigation, or defending a proceeding or dispute arising under this Contract or related to a potential or disclosed violation.

Subcontracts

1. Contractor shall include the substance of this section, including this paragraph (e), in subcontracts that have a value in excess of \$5 million and a performance period of more than 120 days; and
2. In altering this Article to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to TVA's Office of Inspector General, with a copy to TVA's Contracting Officer; provided that if a subcontractor has credible evidence that TVA's Contracting Officer is implicated in such violation of Federal criminal law, the written disclosure shall be made to TVA's Office of Inspector General, with a copy to TVA's Vice President, Procurement.

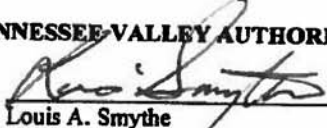
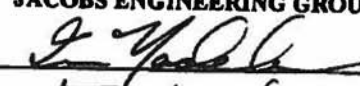
IV. This amendment incorporates revised Bill Rates per the following Schedule:

- Schedule of Prices - Attachment A

Note: The revised Bill Rates as detailed in Attachments A & B shall be effective as of February 10, 2012 through February 9, 2014.

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY		JACOBS ENGINEERING GROUP INC.	
By		By	
Title	Project Manager	Title	V.P. Jacobs
Date	3/1/12	Date	3/1/12

ATTACHMENT A**SCHEDULE OF RATES**
February 10, 2012 thru February 9, 2013

Classification	Hourly Rate	OT Rate
Administrative Assistant	\$34.91	\$47.22
Chemical Engineer (Sr.)	\$104.40	
Chemist (Sr.)	\$95.68	
Contracting/Procurement	\$73.08	
Contracts Manager (Sr.)	\$96.05	
Engineer (Sr.)	\$104.40	
Environmental Chemist (Sr.)	\$95.68	
Environmental Engineer (Sr.)	\$104.40	
Environmental Engineering Project Manager	\$109.62	
Environmental Planner (Sr.)	\$116.93	
Environmental Scientist (Sr.)	\$116.93	
Environmental/Civil Engineer	\$104.40	
Field Tech/Sampling	\$62.64	\$78.10
Geologist Specialist (Sr.)	\$102.48	
Geologist/Scientist	\$71.85	
Program Manager (Sr.)	\$196.27	
Project Engineer (Sr.)	\$104.40	
Environmental Engineer	\$104.40	
Project Manager (Sr.)	\$133.63	
Project Scientist (Sr.)	\$116.93	
Public Participation Specialist	\$93.96	
Scientist, Principal (Sr.)	\$116.93	
Task Order/Project Manager	\$109.62	
Technical Advisor (Sr.)	\$116.93	
Research Specialist	\$116.93	
Toxicologist/Risk Assessor (Sr.)	\$91.24	
Toxicologist (Sr.)	\$130.50	
Experts	\$130.50	
Wetland Specialist (Sr.)	\$116.93	
Support Services Manager	\$88.74	
Admin. Project Coordinator	\$57.42	\$76.71
Quality Manager	\$112.75	
Quality Senior	\$96.05	
Safety Manager	\$112.75	
Safety Senior	\$97.09	
GraphicsTech Writer/Editor	\$57.42	
Projects Control Manager	\$110.66	
Cost Analyst/Scheduler/Estimating/Control	\$92.92	
Construction Manager	\$130.50	
Construction Site Manager	\$99.18	
Designer/CADD (Sr.)	\$83.52	\$111.51
Modelers (Sr.)	\$96.05	
Document Control Specialist	\$62.64	\$77.01
Construction Program Manager	\$161.82	
HSE & Quality Program Manager	\$182.70	

*Travel will be reimbursed based on travel provisions specified in the contract.

Class #	Labor Classification	Position Description	ST Hourly Rate	OT Hourly Rate
1	Administrative Assistant	Performs a variety of administrative/clerical support tasks for a specific project, business, or technical unit.	\$ 34.91	\$ 47.22
2	Chemical Engineer (Sr.)	Lead responsibility for technical direction of a group of engineers or functions as a technical specialist formulating and developing advanced engineering concepts, techniques, and standards. Develops solutions to complex problems that require a high degree of innovation and ingenuity.	\$ 104.40	\$ 104.40
3	Chemist (Sr.)	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity.	\$ 95.68	\$ 95.68
4	Contracting/Procurement	Administers activities associated with contracts for services, purchase of equipment, materials, or products.	\$ 73.08	\$ 73.08
5	Engineer (Sr.)	Lead responsibility for technical direction of a group of engineers or functions as a technical specialist formulating and developing advanced engineering concepts, techniques, and standards. Develops solutions to complex problems that require a high degree of innovation and ingenuity.	\$ 104.40	\$ 104.40
6	Environmental Chemist (Sr.)	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity.	\$ 95.68	\$ 95.68

Class #	Labor Classification	Position Description	ST Hourly Rate	OT Hourly Rate
7	Environmental Engineer (Sr.)	Lead responsibility for technical direction of a group of engineers or functions as a technical specialist formulating and developing advanced engineering concepts, techniques, and standards. Develops solutions to complex problems that require a high degree of innovation and ingenuity.	\$ 104.40	\$ 104.40
8	Environmental Engineering Project Manager	Responsibilities include overseeing project management for technical contractual, budget and schedule activities on small to medium projects.	\$ 109.62	\$ 109.62
9	Environmental Planner (Sr.)	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity.	\$ 116.93	\$ 116.93
10	Environmental Scientist, (Sr.)	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity.	\$ 116.93	\$ 116.93
11	Environmental/Civil Engineer	Lead responsibility for technical direction of a group of engineers or functions as a technical specialist formulating and developing advanced engineering concepts, techniques, and standards. Develops solutions to complex problems that require a high degree of innovation and ingenuity.	\$ 104.40	\$ 104.40

Class #	Labor Classification	Position Description	ST Hourly Rate	OT Hourly Rate
12	Field Tech/Sampling	Reviews procedures for compliance with environmental regulations. Installs, operates and maintains monitoring instruments. Plans and conducts work using independent judgment in evaluating, selecting, and adapting standard scientific techniques, procedures, and criteria.	\$ 62.64	\$ 78.09
13	Geologist Specialist, (Sr.)	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity.	\$ 102.48	\$ 102.48
14	Geologist/Scientist	Uses general to comprehensive knowledge of principles, theories, concepts, and industry practices and standards to perform work of varying scope and complexity. Competently performs all conventional scientific assignments within a specific discipline.	\$ 71.85	\$ 71.85
15	Program Manager (Sr.)	Responsibilities include oversight of larger and more complex projects or programs including responsibility for overseeing the project managers running the project. Serves as prime contact with the client.	\$ 196.27	\$ 196.27
16	Project Engineer (Sr.)	Individual supports coordinating and scheduling all phases of engineering, and for the technical specifications necessary to acquire equipment and materials and the technical bid evaluations to procure equipment and materials.	\$ 104.40	\$ 104.40
17	Project Environmental Engineer	Individual supports coordinating and scheduling all phases of engineering, and for the technical specifications necessary to acquire equipment and materials and the technical bid evaluations to procure equipment and materials.	\$ 104.40	\$ 104.40

Class #	Labor Classification	Position Description	ST Hourly Rate	OT Hourly Rate
18	Project Manager (Sr.)	Responsible for the full performance of every phase of a project including planning, directing, supervising and controlling all technical, fiscal and administrative functions. Also responsible for field construction efforts, design phase services and all subcontracting as well as participating in all major technical, cost, scheduling and performance decisions.	\$ 133.63	\$ 133.63
19	Project Scientist (Sr.)	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity.	\$ 116.93	\$ 116.93
20	Public Participation Specialist	Plans and supports development and communication of information to keep public informed. Writes, edits, and produces announcements, press releases, stories and publications related to project efforts. May develop plans for and coordinate public events.	\$ 93.96	\$ 93.96
21	Scientist, Principal (Sr.)	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity.	\$ 116.93	\$ 116.93
22	Task Order/Project Manager	Provides support related to the technical execution of projects including field construction efforts, design phase services and subcontracting. Directly responsible to the Project Manager.	\$ 109.62	\$ 109.62

Class #	Labor Classification	Position Description	ST Hourly Rate	OT Hourly Rate
23	Technical Advisor (Sr.)	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity.	\$ 116.93	\$ 116.93
24	Technical/Research Specialist	Independently applies advanced scientific techniques; may provide technical guidance to other scientists in organization. Develops processes that require innovation and ingenuity. Has considerable latitude in determining objectives and approaches to assignments.	\$ 116.93	\$ 116.93
25	Toxicologist/Risk Assessor (Sr.)	Has comprehensive understanding and application of principles, theories, concepts, and industry practices and standards. Competently performs all conventional scientific assignments within a specific discipline.	\$ 91.24	\$ 91.24
26	Toxicologist (Sr.)	Independently applies advanced scientific techniques; may provide technical guidance to other scientists in organization. Develops processes that require innovation and ingenuity. Has considerable latitude in determining objectives and approaches to assignments.	\$ 130.50	\$ 130.50
27	Experts	Individual provides expertise in the area of specialization as required to support client/project objectives.	\$ 130.50	\$ 130.50
28	Wetland Specialist (Sr.)	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity.	\$ 116.93	\$ 116.93

Class #	Labor Classification	Position Description	ST Hourly Rate	OT Hourly Rate
29	Support Services Manager	Individual operates with limited supervision and applies in-depth administrative knowledge to support an operation or project. Individuals may be responsible for planning and implementing the objectives of a project and/or for the supervision and oversight of a department.	\$ 88.74	\$ 88.74
30	Administrative Project Coordinator	Broad range of complex responsibilities; required to exercise independent judgment within that area. Duties may involve serving as the lead support individual for large projects or operations. Individuals at this level have a comprehensive knowledge of administrative procedures and processes and function.	\$ 57.42	\$ 76.71
31	Quality Manager	Functional manager. Directs subordinates based on general policies and management guidance. Involved in daily operations as required to support project requirements. Frequent contacts with individuals at all management levels. Conducts briefings and participates in meetings related to operations.	\$ 112.75	\$ 112.75
32	Quality Senior	Uses knowledge of principles, theories, concepts, and industry practices and standards related to operations and project management and/or quality to contribute to project success.	\$ 96.05	\$ 96.05
33	Safety Manager	Functional manager. Directs subordinates based on general policies and management guidance. Involved in daily operations to resolve problems or meet schedules. Frequent contacts with individuals at all management levels. Conducts briefings and participates in meetings related to specific operations.	\$ 112.75	\$ 112.75

Class #	Labor Classification	Position Description	ST Hourly Rate	OT Hourly Rate
34	Safety Senior	Develops, plans, organizes, coordinates, monitors and otherwise assures effective implementation of Jacobs HSE Programs to ensure compliance with occupational health, safety and environmental regulations, company and client policies and procedures. Serves as a resource for the technical interpretation of health, safety and environmental regulatory requirements. Provides ongoing communication to supervision and management concerning the assessment of the HSE program performance and in definition and implementation of recommended actions.	\$ 97.09	\$ 97.09
35	Graphics/Tech Writer/Editor	Responsibilities include preparing variety of presentation media for inclusion in reports. Uses knowledge of general application of principles, theories, concepts, and industry practices and standards to solve problems of moderate scope. Edits and proofreads documents against prescribed standards. Organizes material according to set standards regarding order, clarity, conciseness, style, and terminology.	\$ 57.42	\$ 57.42
36	Project Controls Manager	Functional manager. Develops advanced concepts, techniques, and standards as well as solutions to problems that require innovation and ingenuity. Also, develops and administers budgets, schedules and performance standards. Prime consultant to management and internal and external spokesperson for organization on financial matters.	\$ 110.66	\$ 110.66

Class #	Labor Classification	Position Description	ST Hourly Rate	OT Hourly Rate
37	Cost Analyst/Scheduler/Estimating/Controls	Uses knowledge of general application of principles, theories, concepts, and industry practices and standards to perform work of moderate scope and complexity referring to policies for guidance. Works under general direction; work is reviewed for adequacy on completion.	\$ 92.92	\$ 92.92
38	Construction Managers	Manages on site construction functions in accordance with the established policies, procedures, systems, and requirements. Supervises all personnel at the site through subordinate leaders. Monitors performance. Functions as liaison between engineering and construction functions. Responsible for constructability and construction planning during engineering phase.	\$ 130.50	\$ 130.50
39	Construction Site Managers	Directs project activities at site and monitors daily operations.	\$ 99.18	\$ 99.18
40	Designer/CADD Senior	Designs components or portions of systems, and modifies existing designs to develop or improve them. Complete understanding and application of technical principles, theories and concepts in the field. General knowledge of other related disciplines. Provides solutions to a wide range of complex problems under general direction. Determines and develops approach to solutions. Work is reviewed upon completion for adequacy in meeting objectives.	\$ 83.52	\$ 111.51

Class #	Labor Classification	Position Description	ST Hourly Rate	OT Hourly Rate
41	Modelers Senior	Functions as a technical specialist formulating and developing advanced concepts, techniques, and standards. Develops solutions to problems of unusual complexity that require a high degree of innovation and ingenuity. Work performed under management's direction toward long-range goals and objectives. May have significant client interaction.	\$ 96.05	\$ 96.05
42	Document Control Specialist	Coordinates and administers configuration management activities relative to identification, control, and accounting for specification and change documents.	\$ 62.64	\$ 77.01
43	Contracts Manager Senior	Functional manager. Develops solutions to problems of unusual complexity and scope that require a high degree of innovation and ingenuity. Prime consultant to management and internal and external spokesperson for organization on highly significant contract and business matters.	\$ 96.05	\$ 96.05
44	Construction Program Manager	Manages overall on site construction program in accordance with the established policies, procedures, systems, and requirements. Supervises all field personnel at the site through subordinate leaders. Monitors performance. Functions as liaison between engineering and construction functions. Responsible for constructability and construction planning during engineering phase.	\$ 161.82	\$ 161.82
45	HSE & Quality Program Manager	Manages overall health and safety program in accordance with the Site Health and Safety Plan. Supervises all safety personnel at the site. Manages overall quality program and document controls. Supervises all quality and document controls personnel at the site.	\$ 182.70	\$ 182.70



CONTRACT DOCUMENT REVIEW

CONTRACT/SUBCONTRACT NO.: TVA Contract 74668

PROJECT NO.: 05DJ5400 TVA Ash Recovery

DOCUMENT: Amendment 18: Revise Jacobs' Drug, Alcohol, and Contraband Policy for Drug Testing for Non-Nuclear TVA Contracts

DATE: September 17, 2012

RESPONSE DUE: September 17, 2012

LEGEND:

R - Review

A - Approve

S - Sign

<u>Positions</u>	<u>Legend</u>	<u>Signature/Comments</u>	<u>Date</u>
<u>Contracts Administrator</u> Nancy Walker	R-1	<i>Nancy Walker</i>	9/17/12
<u>Pricing</u> Katrinka Fields	NR		
<u>Legal</u> Gary Draper	R-2	<i>Gary Draper</i>	9/17/12
<u>Director</u> Bill Spader	R-3	<i>William Spader</i>	9/17/2012
<u>Deputy General Manager</u> Joe Petrilli	R-4	<i>Joe Petrilli</i>	10/2/2012
<u>Vice President/General Manager</u> Ira Nadelman	A-1 S-1	<i>I Nadelman</i>	10/2/2012

NOTE: Following Final Signature, Please Return to Contracts Administrator for Processing

CONTRACT NO.:	00074668
AMENDMENT NO:	18
AMENDMENT VALUE:	\$0.00
TOTAL CONTRACT AMOUNT:	\$51,086,879.00
CONTRACT TERM:	02/06/2009 - 02/09/2013

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This **AMENDMENT NO. 18**, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective July 26, 2012, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

I. Under GENERAL CONDITIONS, revise the TVA AND CONTRACTOR REPRESENTATIVES clause to read as follows:

TVA AND CONTRACTOR REPRESENTATIVES:

The Contracting Officer may designate a Contract Technical Steward (CTS). The CTS will act for TVA in regard to all technical matters under the contract but has no authority to modify the contract or to issue direction contrary to the contract. Communications, technical documents, samples, etc., relative to all technical matters should be directed to the CTS. The CTS shall be Tim Russ.

II. Revises Attachment A, Addendum to Jacobs' Drug, Alcohol, and Contraband Policy for Drug Testing for Non-Nuclear TVA Contracts as was incorporated under Amendment 10.

NOTE: This revised policy shall be effective October 1, 2012.

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By _____
Louis A. Smythe
Title Contract Manager

By Ira Nadelman
Title Vice President

Date July 26, 2012

Date 10/2/2012

ATTACHMENT A

ADDENDUM TO JACOBS' Drug, Alcohol and Contraband Policy 5-303

Drug Testing for Non-Nuclear Contracts

- a. In addition to the provisions covered under Public Law 100-690, the Drug-Free Workplace Act of 1988, Contractor shall implement and/or maintain a comprehensive substance abuse testing program that includes pre-access, reasonable suspicion, post-incident, and random testing. Pre-access testing is required when contractor employees and employees of its subcontractors are expected to perform work for more than 20 consecutive work days or 90 cumulative work days in any 180 calendar day period on property owned, leased, or otherwise controlled by TVA. In the event Contractor or its subcontractor's employees are not expected to perform work for more than 20 consecutive work days or 90 cumulative work days, as the case may be, but actually do perform work for such period of time, then drug testing must be conducted within 14 calendar days from when the employee exceeded such 20 work day or 90 cumulative work day period.
- b. Employees working on TVA property less than the above-specified amounts of time but who will be performing in safety sensitive positions or safety-sensitive type functions must be tested prior to TVA site access. Safety-sensitive positions are those positions in which an individual has the potential to cause immediate serious physical injury or harm to persons or property. Safety-sensitive functions include but are not limited to: carrying fire arms; working with explosives; working on or around energized equipment; working on or around powered equipment; working at unprotected elevations ; working in or around water; performing safety inspections; piloting, co-piloting, or maintaining aircraft; performing plant maintenance, modifications, or operations; and performing construction work. Notwithstanding the foregoing, TVA may determine, in its discretion, which positions and functions are safety-sensitive.
- c. Contractor and its subcontractors shall perform random testing of at least 25 percent of its employees on a calendar-year basis who have been working on TVA property for at least six months and are performing safety-sensitive positions or safety-sensitive functions.
- d. Contractor and subcontractor employees performing Work on TVA property are subject to TVA's drug testing policy guidelines. These guidelines allow TVA to conduct reasonable suspicion, post-accident, random, return-to-duty, and follow-up testing, at TVA's discretion.
- e. Except as provided below for emergencies, Contractor and subcontractor employees subject to the above testing requirements may only begin working on TVA property if one of the following conditions is satisfied:
 1. A negative result has been reported for the employee for a drug test administered within 30 calendar days prior to or on the initial work date, and the testing program has been determined to be in compliance with TVA testing requirements.
 2. The employee has been subject to a random drug testing program within the past 30 days and the drug testing program has been determined to be in compliance with TVA testing requirements.
- f. The following chart depicts the above criteria:

Criteria for Drug Testing		
Criteria	Test Required	
	Yes	No
Performs Safety Sensitive Work	✓	
Non-Safety Sensitive ≥ 20 Consecutive Work Days	✓ *	
Non-Safety Sensitive ≥ 90 Cumulative Days within 180 Calendar Day Period	✓ *	
Tested within Past 30 Days		✓
Subject to Random Testing within Past 30 Days		✓

**Drug test must be conducted within 14 calendar days from when the employee exceeded such 20 work days or 90 cumulative work day periods.*

- g. In case of emergency the TVA Contract Technical Steward or Contract Manager may approve drug testing to be performed after an employee's initial work date.
- h. Contractor is responsible for its own drug screening program which must meet the following drug testing standards:
 1. Collections and specimen transport for all drug screens must be conducted by certified collectors and follow proper chain-of-custody documentation, pursuant to the requirements in the Mandatory Guidelines for Federal Workplace Drug Testing and/or DOT regulations.
 2. Point-of-collection urine drug screens must be conducted with FDA-approved testing devices.
 3. Non-negative results on initial screens must be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) testing at a Substance Abuse and Mental Health Service Administration (SAMHSA) certified laboratory.
 4. Non-negatives confirmed by GC/MS must be reviewed by an AAMRO- or MROCC-certified Medical Review Officer (MRO).
 5. Laboratory-based urine drug testing must be conducted by laboratories certified by SAMHSA to perform urine drug testing.
 6. All drug screens must undergo specimen validity testing that includes, at a minimum, pH, creatinine, specific gravity, and one or more oxidant adulterants. Point of collection drug screen devices, as well as any laboratory-based urine drug testing, must meet these specimen validity testing requirements.

Drug	Screening Limit (ng/ml)	Confirmation Limit (ng/ml)
Amphetamines ^{1,2}		
Amphetamine	500	250
Methamphetamine	500	250
MDMA ³	500	250 ⁴
Cocaine	150	100
Marijuana	50	15
Opiates ⁵		
Morphine	2000	2000
Codeine	2000	2000
6-Acetylmorphine	10 ⁶	10
PCP	25	25

¹A single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

²Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

³Methylenedioxymethamphetamine (MDMA)

⁴including Methylenedioxyamphetamine (MDA) and Methylenedioxyethylamphetamine (MDEA)

⁵Morphine is the target analyte for codeine/morphine testing.

⁶POCT devices must detect 6-AM at 50 ng/mL

- i. Pre-access alcohol testing is not required, but in the event that breath alcohol testing is performed in connection with this Contract, it must be conducted in accordance with 49 C.F.R. part 40, which outlines specific requirements for testing devices, collection protocols, confirmation testing, and documentation requirements.
- j. Contractor shall maintain, at a minimum, the following data during the term of this Contract and for at least three years thereafter:
 1. Number of employees tested for drugs and/or alcohol
 2. Number of drug tests deemed positive by the MRO
 3. Number of individuals refused to be tested
 4. Number of individuals tampering or attempting to tamper with a specimen

5. Specific drugs that were positive

- k. Such data shall be provided to TVA upon request.
- l. These standards do not exempt Contractor from complying with applicable Department of Transportation or any other federal or state drug and/or alcohol testing programs covering its employees.
- m. Any Contractor or subcontractor employee who tests positive under a drug screening program established by the Contractor shall be immediately removed from TVA property and will not be assigned again to perform work or provide service under contract with TVA for a period of three years for a first positive drug test result and permanently for a second positive drug test result. A refusal to be tested, adulteration, substitution, tampering, attempting to tamper with, failure to cooperate in a timely manner, or otherwise attempting to subvert the testing process will result in an employee being permanently barred from access to TVA sites.
- n. An individual providing a urine specimen that is negative and diluted may be required to provide another specimen under direct observation. A positive test result that is diluted will be considered a confirmed positive test
- o. Contractor is responsible for informing their employees and subcontractors of these requirements and to specify the consequences associated with substituting, adulterating, and/or otherwise tampering, or attempting to tamper with a specimen and/or positive test results. Contractor is also responsible for informing TVA Security of its employees or employees of their subcontractors who have violated the drug testing requirements. This must be done immediately upon testing confirmation utilizing TVA's Web Contractor Security System (WCSS).
- p. The cost of preparing and administering (including recordkeeping) a drug screening program and the cost of employees' and subcontractor employees' time to have test performed, laboratory expenses, and expenses of test review results by an MRO shall be the Contractor's responsibility.
- q. TVA shall have the right to audit all documentation and records describing and supporting Contractor's drug screening program.

CONTRACT NO.:	00074668
AMENDMENT NO:	19
AMENDMENT VALUE:	\$0.00
TOTAL CONTRACT AMOUNT:	\$51,086,879.00
CONTRACT TERM:	02/06/2009 - 02/09/2013

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This **AMENDMENT NO. 19**, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective January 1, 2013, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

I. Under GENERAL CONDITIONS, revise the TVA AND CONTRACTOR REPRESENTATIVES clause to read as follows:

TVA AND CONTRACTOR REPRESENTATIVES:

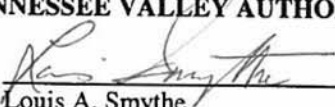
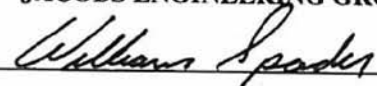
The Contracting Officer may designate a Contract Technical Steward (CTS). The CTS will act for TVA in regard to all technical matters under the contract but has no authority to modify the contract or to issue direction contrary to the contract. Communications, technical documents, samples, etc., relative to all technical matters should be directed to the CTS. **The CTS shall be Jerry Mounts.**

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By <u></u>	By <u></u>
Title <u>Contract Manager</u>	Title <u>Director</u>
Date <u>1/2/13</u>	Date <u>02 January 2013</u>

CONTRACT NO.:	00074668
AMENDMENT NO:	20
AMENDMENT VALUE:	\$0.00
TOTAL CONTRACT AMOUNT:	\$51,086,879.00
CONTRACT TERM:	02/06/2009 - 02/28/2013

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This **AMENDMENT NO. 20**, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective February 9, 2013, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

I. The Contract Term shall be extended through February 28, 2013.

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY	JACOBS ENGINEERING GROUP INC.
By <u>Louis A. Smythe</u>	By <u>William Spader</u>
Title <u>Contract Manager</u>	Title <u>Director</u>
Date <u>2/5/2013</u>	Date <u>2/5/2013</u>

CONTRACT NO.: 0074668
AMENDMENT NO: 21
AMENDMENT VALUE: \$7,500,000
NEW TOTAL CONTRACT VALUE: \$58,586,879
CONTRACT TERM: 02/06/2009 - 02/05/2014

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This **AMENDMENT NO. 21**, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective February 25, 2013, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

I. The contract Monetary Limitation, as set forth in the Contract, is hereby increased by \$7,500,000 for a total Contract Monetary Limitation of \$58,586,879. Contractor expressly understands and agrees that TVA shall not be liable for any amounts in excess of this monetary limit except pursuant to a fully executed supplement to this contract.

II. The Contract Term shall be extended through February 5, 2014.

III. This amendment incorporates Schedule of Rates:

- Attachment A - Schedule of Rates February 10, 2012 - February 9, 2014

IV. Revises Attachment A, Addendum to Jacobs' Drug, Alcohol, and Contraband Policy for Drug Testing for Non-Nuclear TVA Contracts as was incorporated under Amendment 18.

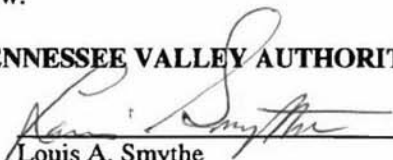
NOTE: This revised policy shall be effective October 1, 2013.

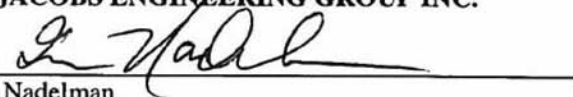
Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By 
Louis A. Smythe

By 
Ira Nadelman

Title Sr. Contracts Manager

Title Vice President

Date 2/27/13

Date 2/26/13

SCHEDULE OF RATES

February 10, 2012 thru February 9, 2014

Classification	Hourly Rate	OT Rate
Administrative Assistant	\$34.91	\$47.22
Chemical Engineer (Sr.)	\$104.40	
Chemist (Sr.)	\$95.68	
Contracting/Procurement	\$73.08	
Contracts Manager (Sr.)	\$96.05	
Engineer (Sr.)	\$104.40	
Environmental Chemist (Sr.)	\$95.68	
Environmental Engineer (Sr.)	\$104.40	
Environmental Engineering Project Manager	\$109.62	
Environmental Planner (Sr.)	\$116.93	
Environmental Scientist (Sr.)	\$116.93	
Environmental/Civil Engineer	\$104.40	
Field Tech/Sampling	\$62.64	\$78.10
Geologist Specialist (Sr.)	\$102.48	
Geologist/Scientist	\$71.85	
Program Manager (Sr.)	\$196.27	
Project Engineer (Sr.)	\$104.40	
Environmental Engineer	\$104.40	
Project Manager (Sr.)	\$133.63	
Project Scientist (Sr.)	\$116.93	
Public Participation Specialist	\$93.96	
Scientist, Principal (Sr.)	\$116.93	
Task Order/Project Manager	\$109.62	
Technical Advisor (Sr.)	\$116.93	
Research Specialist	\$116.93	
Toxicologist/Risk Assessor (Sr.)	\$91.24	
Toxicologist (Sr.)	\$130.50	
Experts	\$130.50	
Wetland Specialist (Sr.)	\$116.93	
Support Services Manager	\$88.74	
Admin. Project Coordinator	\$57.42	\$76.71
Quality Manager	\$112.75	
Quality Senior	\$96.05	
Safety Manager	\$112.75	
Safety Senior	\$97.09	
GraphicsTech Writer/Editor	\$57.42	
Projects Control Manager	\$110.66	
Cost Analyst/Scheduler/Estimating/Control	\$92.92	
Construction Manager	\$130.50	
Construction Site Manager	\$99.18	
Designer/CADD (Sr.)	\$83.52	\$111.51
Modelers (Sr.)	\$96.05	
Document Control Specialist	\$62.64	\$77.01
Construction Program Manager	\$161.82	
HSE & Quality Program Manager	\$182.70	

*Travel will be reimbursed based on travel provisions specified in the contract.

ADDENDUM TO JACOBS' Drug, Alcohol and Contraband Policy 5-303

Drug Testing for Non-Nuclear Contracts

- a. In addition to the provisions covered under Public Law 100-690, the Drug-Free Workplace Act of 1988, Contractor shall implement and/or maintain a comprehensive substance abuse testing program that includes pre-access, reasonable suspicion, post-incident, and random testing. Pre-access testing is required when contractor employees and employees of its subcontractors are expected to perform work for more than 20 consecutive work days or 90 cumulative work days in any 180 calendar day period on property owned, leased, or otherwise controlled by TVA (for all purposes of this section of the Contract, "TVA property"). In the event Contractor or its subcontractor's employees are not expected to perform work for more than 20 consecutive work days or 90 cumulative work days, as the case may be, but actually do perform work for such period of time, then drug testing must be conducted within 14 calendar days from when the employee exceeded such 20 work day or 90 cumulative work day period.
- b. Employees working on TVA property less than the above-specified amounts of time but who will be performing in safety sensitive positions or safety-sensitive type functions must be tested prior to TVA site access. Safety-sensitive positions are those positions in which an individual has the potential to cause immediate serious physical injury or harm to persons or property. Safety-sensitive functions include but are not limited to: carrying fire arms; working with explosives; working on or around energized equipment; working on or around powered equipment; working at unprotected elevations ; working in or around water; performing safety inspections; piloting, co-piloting, or maintaining aircraft; performing plant maintenance, modifications, or operations; and performing construction work. Notwithstanding the foregoing, TVA may determine, in its discretion, which positions and functions are safety-sensitive.
- c. Contractor and its subcontractors shall perform random testing of at least 25 percent of its employees on a calendar-year basis who have been working on TVA property for at least six months and are performing in safety-sensitive positions or safety-sensitive type functions.
- d. Contractor and subcontractor employees performing Work on TVA property are subject to TVA's drug testing policy guidelines. These guidelines allow TVA to conduct reasonable suspicion, post-incident, random, return-to-duty, and follow-up testing, at TVA's discretion.
- e. Except as provided below for emergencies, Contractor and subcontractor employees subject to the above testing requirements may only begin working on TVA property if one of the following conditions is satisfied:
 - 1. A negative result has been reported for the employee for a drug test administered within 30 calendar days prior to or on the initial work date, and the testing program has been determined to be in compliance with TVA testing requirements.
 - 2. The employee has been subject to a random drug testing program within the past 30 days and the drug testing program has been determined to be in compliance with TVA testing requirements.

- f. The following chart depicts the above criteria:

Criteria for Drug Testing		
Criteria	Test Required	
	Yes	No
Performs Safety Sensitive Work	✓	
Non-Safety Sensitive ≥ 20 Consecutive Work Days	✓ *	
Non-Safety Sensitive ≥ 90 Cumulative Days within 180 Calendar Day Period	✓ *	
Tested within Past 30 Days		✓
Subject to Random Testing within Past 30 Days		✓

**Drug test must be conducted within 14 calendar days from when the employee exceeded such 20 work days or 90 cumulative work day periods.*

- g. In case of emergency the TVA Contract Technical Steward or Contract Manager may approve drug testing to be performed after an employee's initial work date.
- h. Contractor is responsible for its own drug screening program which must meet the following drug testing standards:
1. Collections and specimen transport for all drug screens must be conducted by certified collectors and follow proper chain-of-custody documentation, pursuant to the requirements in the Mandatory Guidelines for Federal Workplace Drug Testing and/or DOT regulations.
 2. Point-of-collection testing (POCT) must be conducted with FDA-approved testing devices.
 3. Non-negative results on initial screens (either POCT devices or laboratory immunoassays) must be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) testing at a Substance Abuse and Mental Health Service Administration (SAMHSA) certified laboratory.
 4. Non-negatives confirmed by GC/MS must be reviewed by an AAMRO- or MROCC-certified Medical Review Officer (MRO).
 5. Laboratory-based urine drug testing must be conducted by laboratories certified by SAMHSA to perform urine drug testing.
 6. All drug screens must undergo specimen validity testing that includes, at a minimum, pH, creatinine and/or specific gravity, and one or more oxidant adulterants. POCT, as well as any laboratory-based urine drug testing, must meet these specimen validity testing requirements.
 7. All drug screens must, at a minimum, test for the following substances identified in the Mandatory Guidelines for Federal Workplace Drug Testing at or below the cutoff levels listed in the chart below. For POCT, the screening device is not required to detect 6-AM or PCP.

Drug	Screening Limit (ng/ml)	Confirmation Limit (ng/ml)
Amphetamines ^{1,2}		
Amphetamine	500	250
Methamphetamine	500	250
MDMA ³	500	250
Cocaine	150	100
Marijuana	50	15

Opiates ⁴		
Morphine	2000	2000
Codeine	2000	2000
6-Acetylmorphine ⁵	10	10
PCP ⁵	25	25

¹Amphetamines screening must detect both amphetamine and methamphetamine

²Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

³Methylenedioxymethamphetamine (MDMA) including Methylenedioxyamphetamine (MDA) and Methylenedioxyethylamphetamine (MDEA)

⁴Morphine is the target analyte for codeine/morphine testing

⁵POCT devices are not required to include 6-AM or PCP; however, any non-negative on a POCT opiates screen must undergo confirmation testing for morphine, codeine and 6-AM using the confirmation cut-off levels above

- i. Pre-access alcohol testing is not required, but in the event that breath alcohol testing is performed in connection with this Contract, it must be conducted in accordance with 49 C.F.R. part 40, which outlines specific requirements for testing devices, collection protocols, confirmation testing, and documentation requirements.
- j. Contractor shall maintain, at a minimum, the following data during the term of this Contract and for at least three years thereafter:

1. Number of employees tested for drugs and/or alcohol
2. Number of drug tests deemed positive by the MRO
3. Number of individuals refused to be tested
4. Number of individuals tampering or attempting to tamper with a specimen
5. Specific drugs that were positive
6. Evidence of individual testing documenting compliance with the drug testing requirements contained herein

Such data shall be provided to TVA upon request.

- k. These standards do not exempt Contractor from complying with applicable Department of Transportation or any other federal or state drug and/or alcohol testing programs covering its employees.
- l. Any Contractor or subcontractor employee who tests positive under a drug screening program established by the Contractor shall be immediately removed from TVA property and will not be assigned again to perform work or provide service under contract with TVA for a period of three years for a first positive drug test result and permanently for a second positive drug test result. A refusal to be tested, adulteration, substitution, tampering, attempting to tamper with, failure to cooperate in a timely manner, or otherwise attempting to subvert the testing process will result in an employee being permanently barred from access to TVA sites.
- m. An individual providing a urine specimen that is negative and diluted may be required to provide another specimen under direct observation. A positive test result that is diluted will be considered a confirmed positive test

- n. Contractor is responsible for informing their employees and subcontractors of these requirements and to specify the consequences associated with substituting, adulterating, and/or otherwise tampering, or attempting to tamper with a specimen and/or positive test results. Contractor is also responsible for informing TVA Security of its employees or employees of their subcontractors who have violated the drug testing requirements. This must be done immediately upon testing confirmation utilizing TVA's Web Contractor Security System (WCSS).
- o. The cost of preparing and administering (including recordkeeping) a drug screening program and the cost of employees' and subcontractor employees' time to have test performed, laboratory expenses, and expenses of test review results by an MRO shall be the Contractor's responsibility.
- p. TVA shall have the right to audit all documentation and records describing and supporting Contractor's drug screening program.

CONTRACT NO.: 0074668
AMENDMENT NO: 22
AMENDMENT VALUE: \$0.00
NEW TOTAL CONTRACT VALUE: \$58,586,879
CONTRACT TERM: 02/06/2009 - 02/05/2014

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This **AMENDMENT NO. 22**, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective July 16, 2013, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

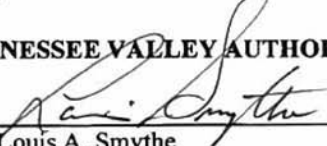
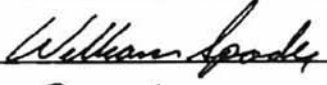
NOW THEREFORE, the parties agree to amend the Contract as follows:

TVA AND CONTRACTOR REPRESENTATIVES:

The Contracting Officer may designate a Contract Technical Steward (CTS). The CTS will act for TVA in regard to all technical matters under the contract but has no authority to modify the contract or to issue direction contrary to the contract. Communications, technical documents, samples, etc., relative to all technical matters should be directed to the CTS. **The CTS shall be Carol Eimers.**

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY		JACOBS ENGINEERING GROUP INC.	
By		By	
Title	Sr. Contracts Manager	Title	Director
Date	7/17/13	Date	17-july-2013

CONTRACT NO.: 00074668
AMENDMENT NO: 23
AMENDMENT VALUE: \$5,000,000
NEW TOTAL CONTRACT VALUE: \$63,586,879
CONTRACT TERM: 02/06/2014 - 06/30/2015

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This **AMENDMENT NO. 23**, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective February 6, 2014, is executed as of the dates stated herein.

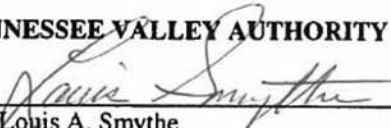
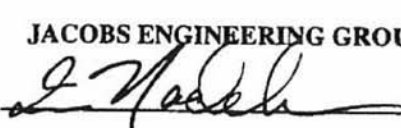
WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

- I.** The contract Monetary Limitation, as set forth in the Contract, is hereby increased by \$5,000,000 for a total Contract Monetary Limitation of \$63,586,879. Contractor expressly understands and agrees that TVA shall not be liable for any amounts in excess of this monetary limit except pursuant to a fully executed supplement to this contract.
- II.** The Contract Term shall be extended through June 30, 2015.
- III.** This amendment incorporates Schedule of Rates:
 - Attachment A - Schedule of Rates February 6, 2014 - June 30, 2015

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY		JACOBS ENGINEERING GROUP INC.	
By		By	
Title	Sr. Contracts Manager	Title	Vice President
Date	10/23/13	Date	10/23/2013

ATTACHMENT A

SCHEDULE OF RATES

February 6, 2014 thru June 30, 2015

Classification	Hourly Rate	OT Rate
Administrative Assistant	\$35.96	\$48.64
Chemical Engineer (Sr.)	\$107.53	
Chemist (Sr.)	\$98.55	
Contracting/Procurement	\$75.27	
Contracts Manager (Sr.)	\$98.93	
Engineer (Sr.)	\$107.53	
Environmental Chemist (Sr.)	\$98.55	
Environmental Engineer (Sr.)	\$107.53	
Environmental Engineering Project Manager	\$112.91	
Environmental Planner (Sr.)	\$120.44	
Environmental Scientist (Sr.)	\$120.44	
Environmental/Civil Engineer	\$107.53	
Field Tech/Sampling	\$64.52	\$80.43
Geologist Specialist (Sr.)	\$105.55	
Geologist/Scientist	\$74.01	
Program Manager (Sr.)	\$202.16	
Project Engineer (Sr.)	\$107.53	
Environmental Engineer	\$107.53	
Project Manager (Sr.)	\$137.64	
Project Scientist (Sr.)	\$120.44	
Public Participation Specialist	\$96.78	
Scientist, Principal (Sr.)	\$120.44	
Task Order/Project Manager	\$112.91	
Technical Advisor (Sr.)	\$120.44	
Research Specialist	\$120.44	
Toxicologist/Risk Assessor (Sr.)	\$93.98	
Toxicologist (Sr.)	\$134.41	
Experts	\$134.41	
Wetland Specialist (Sr.)	\$120.44	
Support Services Manager	\$91.40	
Admin. Project Coordinator	\$59.14	\$79.01
Quality Manager	\$116.13	
Quality Senior	\$98.93	
Safety Manager	\$116.13	
Safety Senior	\$100.00	
GraphicsTech Writer/Editor	\$59.14	
Projects Control Manager	\$113.98	
Cost Analyst/Scheduler/Estimating/Control	\$95.71	
Construction Manager	\$134.42	
Construction Site Manager	\$102.16	
Designer/CADD (Sr.)	\$86.03	\$114.86
Modelers (Sr.)	\$98.93	
Document Control Specialist	\$64.52	\$79.32
Construction Program Manager	\$166.67	
HSE & Quality Program Manager	\$188.18	

***Travel will be reimbursed based on travel provisions specified in the contract.**

CONTRACT NO.: 00074668
AMENDMENT NO: 24
AMENDMENT VALUE: \$0.00
NEW TOTAL CONTRACT VALUE: \$63,586,879
CONTRACT TERM: 02/06/2014 - 06/30/2015

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This AMENDMENT, effective May 1, 2014, by and between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA");

IN CONSIDERATION of the mutual covenants hereinafter contained, the parties agree that the Contract shall be, and hereby is, amended as follows: herein.....


Key Personnel Change: Assign Mr. Bruce Haas to Senior Program Manager to replace Mr. Jack Howard effective May 1, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be amended by their duly authorized officials.

Except as hereby amended, all terms, conditions, and provisions of Contract 00074668 are hereby affirmed and shall remain in full force and effect.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By 
Louis A. Smythe

By 

Title Sr. Contracts Manager

Title Director

Date 3/10/14

Date 3/10/2014

CONTRACT NO.: 00074668
AMENDMENT NO: 25
AMENDMENT VALUE: \$0.00
NEW TOTAL CONTRACT VALUE: \$63,586,879
CONTRACT TERM: 02/06/2014 - 06/30/2015

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This **AMENDMENT NO. 25**, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective April 20th, 2015, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

1. Under GENERAL CONDITIONS, revise the TVA AND CONTRACTOR REPRESENTATIVES clause to read as follows:

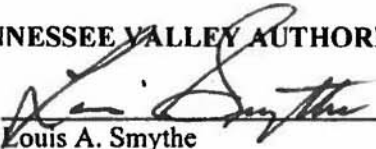
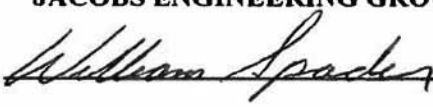
TVA AND CONTRACTOR REPRESENTATIVES:

The Contracting Officer (Daniel S. (Steve) Jones) is TVA's duly authorized representative for all purposes until otherwise stated. No changes shall be made without written consent of the Contracting Officer. Unless otherwise provided, Contractor shall furnish all correspondence regarding this contract to the Contracting Officer.

Steve Jones
1134 Swan Pond Road, Harriman, Tennessee 37748-8327
P: 865-717-1600
dsjones@tva.gov

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY		JACOBS ENGINEERING GROUP INC.	
By		By	
Title	Contract Manager	Title	Director, Federal Operations
Date	April 16, 2015	Date	April 16, 2015

CONTRACT NO.: 00074668
AMENDMENT NO: 26
AMENDMENT VALUE: \$0.00
NEW TOTAL CONTRACT VALUE: \$63,586,879
CONTRACT END DATE: FEBRUARY 28, 2016

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This Amendment 26, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective May 28, 2015, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management.

NOW THEREFORE, the parties agree to amend the Contract as follows:

The contract end date is hereby extended to February 28, 2016.

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By 
D. Steve Jones
Title Contract Manager

By 
Title Director, Federal Operations

Date May 28, 2015

Date June 3, 2015

CONTRACT NO.: 00074668
AMENDMENT NO: 27
AMENDMENT VALUE: \$0.00
NEW TOTAL CONTRACT VALUE: \$63,586,879
CONTRACT END DATE: FEBRUARY 28, 2016

TENNESSEE VALLEY AUTHORITY

AGREEMENT

WITH

JACOBS ENGINEERING GROUP, INC.

KIF DREDGE CELL INCIDENT RECOVERY MANAGEMENT

This **AMENDMENT NO. 27**, to the Agreement between **JACOBS ENGINEERING GROUP INC.** (hereinafter called "Contractor" or "Jacobs"), and the **TENNESSEE VALLEY AUTHORITY** (hereinafter called "TVA"); effective July 30, 2015, is executed as of the dates stated herein.

WHEREAS the parties have agreed to amend Contract No. 00074668 for the Kingston Dredge Cell Incident Recovery Management (Contract).

NOW THEREFORE, the parties agree to amend the Contract as follows:

1. Under **GENERAL CONDITIONS**, revise the **TVA AND CONTRACTOR REPRESENTATIVES** clause to read as follows:

TVA AND CONTRACTOR REPRESENTATIVES:

The Contracting Officer (Pamela Ward) is TVA's duly authorized representative for all purposes until otherwise stated. No changes shall be made without written consent of the Contracting Officer. Unless otherwise provided, Contractor shall furnish all correspondence regarding this contract to the Contracting Officer.

Pam Ward
1134 Swan Pond Road, Harriman, Tennessee 37748-8327
P: 865-717-6507
pgward@tva.gov

Except as hereby amended, all of the terms, conditions, and provisions of Contract No. 00074668 are hereby affirmed and shall remain in full force and effect during the duration of this agreement.

IN WITNESS WHEREOF, the parties have executed this supplement as of the dates written below.

TENNESSEE VALLEY AUTHORITY

JACOBS ENGINEERING GROUP INC.

By 
D. Steve Jones

By



Title Contract Manager

Title

Director, Federal Operations

Date July 30, 2015

Date

8/4/2015